

**Index to Appendix**

<b><u>Document</u></b>	<b><u>Page</u></b>
Index to Appendix.....	1
Declaration of Patricia Gomersall, CFTC Investigator.....	3
Supplemental Gomersall Declaration Exhibits.....	239-1
Declaration of Dana Samuelson, CFTC Expert.....	240
Declaration of Jeremy Christianson, CFTC Forensics Manager .....	254
Declaration of Salma Mack, CFTC Forensics Investigator .....	258
Declaration of Elizabeth Planer, Special Agent with the Alabama Securities Commission .....	262
Declaration of Alabama Investor #1 .....	731
Declaration of Alabama Investor #2 .....	768
Declaration of Alabama Investor #3 .....	788
Declaration of Arina Filippenko, Alaska Division of Banking and Securities Financial Examiner .....	816
Declaration of Michael Strickland, California Department of Business Oversight Investigator .....	844
Declaration of California Investor #1 .....	901
Declaration of California Investor #2 .....	903
Declaration of California Investor #6 .....	904
Declaration of Eric Roseman, Colorado Division of Securities Investigator .....	906
Affidavit of Colorado Investor #2.....	993
Affidavit of Colorado Investor #4.....	997
Affidavit of Colorado Investor #7.....	1002
Affidavit of Colorado Investor #9.....	1005
Affidavit of Colorado Investor #10.....	1037

Affidavit of Colorado Investor #11.....	1041
Affidavit of Colorado Investor #12.....	1043
Affidavit of Colorado Investor #14.....	1045
Affidavit of Colorado Investor #15.....	1048
Declaration of Nicholas G. Vretakis, Securities and Charities Division of the Georgia Office of the Secretary of State Enforcement Attorney.....	1051
Declaration of Georgia Investor #1.....	1079
Affidavit of Joe Kemper, Office of the Indiana Secretary of State, Securities Division, Enforcement Investigator.....	1119
Declaration of Alondra M. Ahuatzi-Delgado, Kentucky Department of Financial Institutions, Financial Institutions Examiner.....	1202
Affidavit of Kentucky Investor #1.....	1218
Affidavit of Kentucky Investor #2.....	1220
Affidavit of Kentucky Investor #3.....	1222
Affidavit of Kentucky Investor #4.....	1228
Affidavit of Kentucky Investor #5.....	1230
Declaration of Nathan McLaughlin, State of Maine Office of Securities, Investigator.....	1236
Declaration of Trinity Gainey, Securities Division of the Maryland Office of the Attorney General, Investigator.....	1240
Declaration of Michael Huggs, Mississippi Secretary of State, Director of the Securities Division.....	1380
Declaration of Steven C. Fulmer, Securities Division of the South Carolina Office of the Attorney General, Enforcement Specialist (Investigator).....	1386
Declaration of Phillip Fuselier, Enforcement Division of the Texas State Securities Board, Financial Examiner.....	1399
Declaration of Brooks Martin, Bureau of Enforcement within the State of Wisconsin, Department of Financial Institutions, Division of Securities, Examiner.....	1469

**DECLARATION OF PATRICIA GOMERSALL**  
**PURSUANT TO 28 U.S.C. § 1746**

I, Patricia Gomersall, hereby make the following declaration based upon my personal knowledge:

**I. Background**

1. I am a Senior Futures Trading Investigator in the Division of Enforcement (“Division”) at the Commodity Futures Trading Commission (the “Commission” or “CFTC”) in Washington, D.C. I have worked in this capacity for the Commission since August 1987. I graduated from the University of Colorado in May 1980 with a Bachelor of Science degree. From 1982 through July 1987, I was employed as an Associated Person with E.F. Hutton and Company in Washington, D.C.

2. My responsibilities as a Senior Futures Trading Investigator include the investigation of registered and unregistered commodity firms, alleged Ponzi schemes, commodity pools, metals dealers and individuals located throughout the United States, in order to ensure compliance with and enforcement of the Commodity Exchange Act (“CEA”) and the rules and regulations promulgated thereunder. Throughout my career with the Commission, I have routinely analyzed and reviewed thousands of financial documents, including, but not limited to, bank records, trading account documents and investor documents. I have also reviewed and analyzed hundreds of internet websites.

## **II. Records Reviewed**

3. I reviewed documents and information in the preparation of this declaration from the following sources:<sup>1</sup>

- a. Documents produced by Defendant TMTE, Inc., d/b/a Metals.com, Chase Metals, LLC, Chase Metals, Inc., (collectively “Metals”) in twenty-three separate productions between August 2019 and August 2020, pursuant to a subpoena by the CFTC dated July 25, 2019;
- b. Information regarding the establishment and ownership of firms in the name of, and/or controlled by the defendants, including the databases of:
  - i. The California Secretary of State Business website at <https://businesssearch.sos.ca.gov> for business entity information on TMTE, Inc. d/b/a Metals.com, Barrick Capital, Inc., and Tower Equity, LLC;
  - ii. The Wyoming Secretary of State business website at <https://wyobiz.wyo.gov/Business/FilingSearch.aspx> for business entity information on Metals.com, LLC, Tower Equity, LLC, and Tower Holdings, LLC; and
  - iii. The Delaware Division of Corporations website at <https://icis.corp.delaware.gov/Ecorp/EntitySearch/NameSearch.aspx> for business entity information on Barrick Capital, Inc.

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<sup>1</sup> The documents that I reviewed for the preparation of this Declaration are extremely voluminous and therefore not all are attached; most are summarized herein. All documents can be made available for review upon request. Personal identifying information on documents, such as account numbers and social-security numbers, have been redacted in accordance with Federal Rule of Civil Procedure 5.2.



- c. Documents for bank and credit card accounts in the name of, and/or under the control of, the defendants, including documents from:
  - i. One West Bank;
  - ii. Bank of America, NA;
  - iii. Wells Fargo Bank, NA;
  - iv. Opus Bank;
  - v. First Bank;
  - vi. JPM Chase Bank; and
  - vii. American Express.
- d. Documents for investor accounts from Self-Directed IRA custodians (“SDIRA”), including:
  - i. New Direction Trust Company;
  - ii. Equity Institutional; and
  - iii. The Entrust Group.
- e. Information regarding the sale of Precious Metals Bullion from wholesale metals dealers Bayside Metals Exchange (“Bayside”) and Dillon Gage; and
- f. Documents produced to the Commission, pursuant to formal access grants from the Alabama Securities Commission and the Texas State Securities Board.

### **III. Summary**

4. Since at least September 2017 through the present (“Relevant Period”), Defendants TMTE, Inc., d/b/a Metals.com, Chase Metals, LLC, Chase Metals, Inc., (collectively “Metals”), Barrick Capital, Inc. (“Barrick”) and their principals, Lucas Asher a/k/a Lucas Thomas Erb a/k/a Luke Asher (“Asher”), and Simon Batashvili (“Batashvili”) (collectively

“Defendants”) have solicited members of the general public, through internet advertising and direct telephone sales, to purchase gold and silver bullion (“Precious Metals Bullion”).

5. Defendants Metals and Barrick, and relief defendant Tower Equity, LLC (“Tower Equity”) have offices in California, located at, among other places, 8383 Wilshire Blvd. Los Angeles. Defendants Batashvili and Asher also reside in California. During the relevant period, Defendants employed over 700 employees, agents, and/or independent contractors to solicit and accept funds from investors and assist them with managing their investment accounts.

6. Over 1,600 investors purchased Precious Metals Bullion through what the Defendants refer to as “Phone Sales,” by transferring retirement savings, including but not limited to, retirement savings held in tax advantaged accounts such as Individual Retirement Accounts; employer sponsored 401(k) and 457(b) plans; Thrift Savings Plans; life insurance; annuities; money market accounts; and other long-term retirement savings vehicles (“Qualified Retirement Savings”) into Self-directed IRA accounts (“SDIRA”) to purchase Precious Metals Bullion, or by purchasing Precious Metals Bullion by check, wire transfer, or credit card directly from the Defendants (“Cash Account”).

7. Between September 1, 2017 and June 1, 2020, over \$185 million in investor funds were deposited into bank accounts owned and controlled by Defendants for the purchase of Precious Metals Bullion. Between June 18, 2020 through August 3, 2020, an additional \$2.7 million in investor funds were used to purchase Precious Metals Bullion through accounts with SDIRA Custodian The Entrust Group (“Entrust”).

8. Defendants did not hold Precious Metal Bullion for their investors. Precious Metals Bullion was purchased by Defendants from wholesale metals dealers and resold it to their investors. The majority of the defendant’s investors purchased Precious Metals Bullion through

SDIRA accounts.<sup>2</sup>

#### **IV. Defendants and Relief Defendant**

9. Defendant TMTE, Inc., d/b/a Metals.com is a Wyoming corporation with its headquarters at 1712 Pioneer Avenue, Suite 2145, Cheyenne, Wyoming. TMTE, Inc. uses or has used the business names Metals.com, Chase Metals, LLC, and Chase Metals, Inc. TMTE lists its place of business at 433 N. Camden Drive, Suite 970, Beverly Hills, California. TMTE was originally organized as a Wyoming limited liability corporation on April 30, 2008. It converted to a corporation on March 8, 2017, under the name Chase Metals, Inc.<sup>3</sup> See Attachment A.

10. Defendant Chase Metals, Inc. is a Wyoming corporation now known as TMTE, Inc. Its headquarters are located at 1712 Pioneer Avenue, Suite 2145, Cheyenne, Wyoming, and it has a place of business at 433 N. Camden Drive, Suite 970, Beverly Hills, California and 8383 Wilshire Blvd, Suite 700, Beverly Hills, California. See Attachment A.

11. Defendant Chase Metals, LLC, is a Wyoming limited liability company converted to a Wyoming corporation now known as TMTE, Inc. Its headquarters are located at 1712 Pioneer Avenue, Suite 2145, Cheyenne, Wyoming, and it has a place of business at 433 N. Camden Drive, Suite 970, Beverly Hills, California and 8383 Wilshire Blvd, Suite 700, Beverly Hills, California. See Attachment A.

12. Defendant Barrick Capital, Inc. is a Delaware corporation incorporated on August

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<sup>2</sup> Members of the public could also purchase metal and coins directly from the Metals.com website using PayPal or a credit card and have the coins shipped directly to them. Customers could not make purchases on the internet for a SDIRA account. During the Relevant Period, Metals internet sales were approximately \$2,573,420. The specific, highly overpriced Precious Metals Bullion sold to the public through phone sales were only sold via telephone sales and were *not* available on the website. As such, an analysis of the internet activity is not included in this Declaration.

<sup>3</sup> Documents pertaining to the corporate status Defendant TMTE a/k/a Metals.com, Chase Metals LLC and Chase Metals, Inc. were provided to the Commission by Defendant Metals.

20, 2019. Barrick filed as a Foreign Corporation with the Secretary of State of California on February 6, 2020, and lists its Principal Executive office as 236387 Lyons Avenue #223, Newhall, CA 91321. See Attachment B.

13. Relief Defendant Tower Equity, LLC is a Wyoming Limited Liability Company formed in June 2013. Tower Equity filed as a Foreign Limited Liability Company with the California Secretary of State on January 3, 2017. It has a place of business at 8383 Wilshire Blvd., Beverly Hills, CA 90211, and Simon Batashvili is listed as the Manager/Member. See Attachment C.

14. Defendant Simon Batashvili is identified as an Officer of TMTE in documents provided to the Commission in response to a Commission subpoena to Defendant Metals. He is listed as a Manager/Member of Relief Defendant Tower Equity. Batashvili is listed as a “Trusted Advisor” and resident of California in the employee list provided by Defendant Metals. Batashvili is a signatory and controlling person on bank accounts of Metals, Barrick and Tower Equity. See Attachment D

15. Defendant Lucas Asher is identified as an Officer of TMTE in documents provided to the Commission in response to a Commission subpoena to Defendant Metals. He is a Manager/Member of Relief Defendant Tower Equity. Asher is listed as the Chief Managing Officer and resident of California in the employee list provided by Defendant Metals. See Attachment D

## V. Bank Accounts

### Defendant Metals

16. During the Relevant Period, Defendant Metals accepted funds from investors, either directly or through SDIRA custodians, into bank accounts controlled by them at One West Bank (“One West”) and Bank of America (“BofA”). These accounts were funded almost exclusively with investor funds. Metals used these bank accounts, including but not limited to, transfer funds to other accounts controlled by Batashvili and Asher, purchase Precious Metals Bullion, pay employees, pay credit card bills and other expenses.

17. One West account \*9387<sup>4</sup> has Defendant Simon Batashvili as a signatory on the account, as well as his brother, Perez Batashvili, and his wife Fainche J. MacCarthy. Between September 2017 and November 2017, Defendants accepted investor funds into the One West account from SDIRAs and directly from investors. This account closed in November 2017. See Attachment E.

18. BofA account \*4024 was opened in October 2017 in the name of Chase Metals, Inc. Simon Batashvili is listed as the President/Secretary of the company, and listed his email address as [simon@metals.com](mailto:simon@metals.com). Perez Batashvili and Fainche J. MacCarthy were later added to this account as signatories. In November 2018, the name on the account was changed to TMTE Inc., d/b/a Metals.com. See Attachment F.

19. During the Relevant Period, Defendant Metals accepted **at least \$165,889,585** in investor funds into bank accounts at One West and BofA for the purchase of Precious Metals Bullion. See Attachment G.

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<sup>4</sup> This account originally opened in the name Access Limited, LLC<sup>4</sup> in July 2016 and the name on the account was changed to Chase Metals, LLC in September 2016.

**Defendant Barrick**

20. Beginning in December 2019 through the present, Defendant Barrick accepted funds from investors, either directly or through SDIRA custodians, into banks accounts controlled by them at BofA and Wells Fargo. These accounts were funded almost exclusively with investor funds. Barrick used these bank accounts, including but not limited to, transfer funds to other accounts controlled by Batashvili and Asher, purchase Precious Metals Bullion, pay employees, pay credit card bills and other expenses.

21. BofA account \*6672 was opened in October 2019 in the name Barrick Capital Inc. Simon Batashvili is listed as the Managing Partner, and listed his email address as [simon@towerequity.com](mailto:simon@towerequity.com). See Attachment H.

22. Wells Fargo account \*9973 was opened in March 2020 in the name of Barrick Capital Inc. Simon Batashvili is listed as the Sole Owner/Owner with Control of the Entity. See Attachment I.

23. During the relevant time period, Defendant Barrick accepted **at least \$15,297,347.93** in investor funds into bank accounts at BofA and Wells Fargo for the purchase of Precious Metals Bullion. See Attachment J.

**Relief Defendant Tower Equity**

24. BofA account \*7454 was opened in November 2018 in the name Tower Equity, LLC. Simon Batashvili is listed as the manager of the company, and Perez Batashvili is a signatory on the account. During the Relevant Period, millions of dollars flowed between the Metals' and Barrick's bank accounts and Tower Equity's bank account. See Attachment L. Notably, Metals sales representatives or other agents directed Metals investors to deposit funds

into this account. See Attachment K.

25. Between September 2018 and August 2019, at least twelve Metals investors were instructed to send checks and wires to the Tower Equity account \*7454, for purchase of Precious Metals Bullion from Metals. As the following table shows, the Tower Equity account received over \$5 million from these Metals investors:

Investor C.F	9/25/18	wire	\$500,000.00	9/26/18
Investor C.F	9/25/18	wire	\$500,000.00	9/26/18
Investor D.R.	11/7/18	check	\$450,000.00	11/9/18
Investor C.H.	11/15/18	check	\$99,894.00	11/2/18
Investor R.M	12/21/18	check	\$2,500,000.00	1/10/19
Investor E.T.	2/1/19	check	\$250,000.00	2/7/19
Investor B.A.	3/8/19	wire	\$100,000.00	3/13/19
Investor D.M.	3/26/19	check	\$285,000.00	3/26/19
Investor T.C.	3/28/19	wire	\$100,000.00	4/3/19
Investor B.H.	4/13/19	check	\$105,000.00	4/18/19
Investor B.A.	5/3/19	wire	\$26,000.00	5/3/20
Investor B.A.	5/3/19	wire	\$26,000.00	5/3/20
Investor C.B.	5/29/19	check	\$150,000.00	5/31/19
Investor W.G.	7/26/19	check	\$40,000.00	8/21/19
Investor W.G.	8/16/19	check	\$60,000.00	8/21/19

**Total: \$5,191,894.00**

26. These funds were not used by Tower Equity to purchase Precious Metals Bullion from Bayside or Dillon Gage for these Metals' clients. These funds were not transferred from Tower Equity back to the Metals account at BofA between September 2018 and August 2019. However, these investors did receive their Precious Metals Bullion. Copies of these investor checks and wires, and the corresponding investor invoices from Metals, are found at Attachment M.

27. Wells Fargo account \*4517 was opened in the name Tower Equity, LLC in March 2020. Simon Batashvili is listed as the Sole Owner/Owner with Control of the Entity of the

company. Separate from the transactions with Metals, between April and June 2020, over \$3.5 million was transferred into this account from Barrick Capital accounts \*6672 at BofA, and \*9973 at Wells Fargo. See Attachment N.

28. In summary, during the Relevant period, Defendants received over \$185 million from investors for the purchase of Precious Metals Bullion in accounts under their control.

#### **Other Accounts Owned and Controlled By the Defendants**

29. During the Relevant Period, Barrick paid bills and expenses on behalf of Metals, including but not limited to over \$56,000 to pay down Metals' March 2020 corporate credit card bill at American Express. As the bank records show, Defendants moved funds freely between accounts in their names and other bank accounts under their control. Investors were instructed to deposit funds into Metals and Barrick accounts, as well as other bank accounts under the control of the Defendants and Relief Defendant. Defendants moved funds freely between accounts in their names and other bank accounts under their control for Precious Metals Bullion liquidations, and as well as reimbursement for fees, from these accounts.

30. JPMChase account \*1682 was opened in the name Tower Holdings, Inc. in July 2019. Lucas Asher is the sole owner of the company, and the sole signatory on the account. This account is funded by transfers from Best New account\*6901 and \$50,000 from Tower Equity. Notably, Asher paid at least two Metals' investors over \$46,000 in April 2020 from this account See Attachment O.

31. First Bank account \*7204 was opened in the name of Administrative Account Services, LLC in May 2020. Lucas Asher is listed as the sole Authorized Signatory on the account. This account is funded with almost \$800,000 in transfers from the Tower Equity



account \*4517 at Wells Fargo. Importantly, this account received funds from at least four Metals' investors, and \$65,000 from Bayside, the wholesale metals dealer for Metals and Barrick. The majority of the withdrawals from this account went to SDIRAs for the benefit of Metals investors for liquidations and fees, or directly to Metals investors for liquidations in their cash accounts, or to reimburse them for fees. See Attachment P.

32. Wells Fargo account \*9138 was opened in the name First American Estate and Trust LLC in March 2020. Simon Batashvili and Perez Batashvili are both listed as Owner with Control of the Entity and signatories. This account was almost completely funded by over \$4 million in wire transfers from the Barrick accounts \*6672 at BofA, and \*9973 at Wells Fargo. Attachment Q.

33. Wells Fargo account \*4509 was opened in the name of Tower Estates, Inc. in March 2020. Simon Batashvili is listed as the Sole Owner/Owner with Control of the Entity, and sole signatory. This account was funded by a transfer of \$730,000 from the Tower Estates account at Bank of America, and \$1,554,000 in transfers from First American Estate and Trust. See Attachment R.

34. Opus Bank account \*9389 was opened in the name of Tower Holdings, Inc. in December 2017. Lucas Asher is the sole owner of the company, and the sole signatory on the account. Account \*9389 was exclusively funded by \$1.6 million in checks and wire transfers from Metals account \*4024 at BofA. This account was closed in August 2019. See Attachment S.

35. JPMChase account \*6901 was opened in the name of Best New, Inc. Lucas Asher is listed as the President of the company, and is the sole owner and signatory of the account. Between March 2020 and June 2020, over \$440,000 was transferred into this account from

Barrick Capital \*6672 at BofA and Barrick Capital \*9973 Wells Fargo, First American Estate and Trust \*9138 at Wells Fargo, Tower Equity \*7454 at BofA and Tower Equity \*4517 at Wells Fargo. See Attachment T.

#### **American Express Accounts**

36. During the Relevant Period, Defendants paid American Express bills of over \$15.6 million to three different cards, from the Metals account \*9387 at One West Bank and account \*4024 at BofA. See Attachment U.

37. American Express account \*41003 was opened in May 2017 in the name of Chase Metals/Fainche MacCarthy. Card holders on this account included Simon Batashvili, Fainche MacCarthy, Lucas Asher, and at various times six additional Metals employees. Between September 2017 and January 2020, \$13.1 million of the charges on this account were paid from Metals bank accounts.

38. American Express account \*51005 was opened in July 2018 in the name Tower Estates LLC/Fainche J. MacCarthy. The account name was changed to Tower Equity LLC in March 2020. Card holders on this account were Simon Batashvili, Fainche MacCarthy and Perez MacCarthy. Between June 2018 and January 2020, \$1,146,902 of the charges on this account were paid from Metals bank accounts.

39. American Express account \*92007 was opened in July 2016 in the name Fainche MacCarthy. Card holders on this account included Simon Batashvili and several persons whose names American Express redacted in the statements. Between September 2017 and February 2020, \$1.3 million of the charges on this account were paid from Metals bank accounts.

## **VI. Wholesale Metals Dealers**

### **Bayside and Dillon Gage Sales to Metals**

40. Bayside and Dillon Gage sold Precious Metals Bullion to Metals, who then sold it to Metals investors.

41. Defendant Metals purchased Precious Metals Bullion from wholesale metals dealers Bayside and Dillon Gage, using investor funds from the bank accounts described above. Pursuant to Commission subpoenas, Bayside and Dillon Gage produced documents of their transactions with Metals.

42. After investors purchased the Precious Metals Bullion, Bayside and Dillon Gage shipped the Precious Metals Bullion to investor accounts at designated depositories across the United States, or directly to investors who were not buying them through a SDIRA and wished to take physical possession of their precious metals. Attachment D includes a list, provided by Defendant Metals, of those depositories.

43. Bayside has been selling a variety of Precious Metals Bullion to Metals since at least January 2016. Beginning in September 2017, Bayside began selling to Metals the ½ ounce Silver Canadian Mint Polar Bear. Beginning in March 2018, Bayside began selling to Metals the 1/10 ounce Gold Canadian Mint Polar Bear. Between July 2018 and January 2020, Bayside sold a small amount of ¼ ounce British Gold Standards to Metals.<sup>5</sup> Bayside provided the Commission with a spreadsheet that identifies the Date, Quantity, Item Name, Item Price, Item Total Price, and Name of Metals investor.<sup>6</sup> See Attachment V.

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<sup>5</sup> Bayside sold Metals less than 0.04 percent of the number of British Gold Standards that Metals sold to their customers. The bulk of the British Gold Standards came from metal wholesaler Dillon Gage.

<sup>6</sup> Names of Metals customers have not been included in this attachment to protect the privacy of Metals customers.

44. Dillon Gage sold various items of Precious Metals Bullion to Metals beginning in April 2016. Beginning in January 2018, Dillon Gage began selling to Metals the ¼ ounce Gold Standard<sup>7</sup>. Dillon Gage provided the Commission with a spreadsheet that identifies the Item Name, Quantity, Item Sales Price, Total Sales Price and Date of the Precious Metals Bullion item items to Barrick during the Relevant period. See Attachment W.

45. The ½ ounce Silver Royal Canadian Mint Polar Bear Bullion, the 1/10 ounce Gold Royal Canadian Mint Polar Bear Bullion, and the ¼ ounce Gold British Standard Bullion are collectively referred to herein as the “Polar Bear Bullion.” As shown below, these specific items were sold to Metals investors at much higher quantities and significantly higher prices per ounce than other Precious Metal Bullion that Metals sold to its investors, and egregiously higher than Metals stated it would charge investors in their written agreements with investors.

#### **Bayside Sales to Barrick**

46. Defendant Barrick also purchased Precious Metals Bullion from Bayside. Bayside has been selling various Precious Metals Bullion to Barrick since at least December 2019. Bayside provided the Commission pursuant to subpoena with a spreadsheet that identifies the date, quantity, item name, item price, item total, and name of Barrick investor and the price of each Precious Metals Bullion item sold to Barrick<sup>8</sup>. See Attachment X.

47. Included with the Precious Metals Bullion that Bayside sold to Barrick was the 1/10 ounce Gold Royal Canadian Mint Wildlife Series.<sup>9</sup> In addition, Bayside sold Barrick a 1/10

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<sup>7</sup> Metals describes this item in various terms on their invoices, including the “British Gold Standard” and the “British Sovereign Mint Gold Standard.” These are all the same bullion.

<sup>8</sup> Names of Barrick customers have not been included in this attachment to protect the privacy of Metals customers.

<sup>9</sup> On customer invoices, Barrick often refers to the Gold Canadian Mint Polar Bear as “Gold Royal Canadian Wildlife Series”.

ounce Silver Spade Guinea and a 1/10 ounce Silver Britannia. These specific items are collectively referred to herein as the “Barrick Bullion.” As shown below, the Barrick Bullion was sold to Barrick investors at significantly higher quantities and significantly higher prices per ounce than other items Barrick sold its investors.

#### **VII. Self-Directed IRA accounts (SDIRAs)**

48. SDIRAs allow investors to invest in alternate assets, including Precious Metals Bullion, as long as it is maintained at an approved depository. In order to qualify for deposit into a SDIRA account, Precious Metals Bullion must be must “bullion grade”, or at least .995 percent pure for gold and .999 percent pure for silver.

49. SDIRAs are required to submit a Fair Market Valuation (IRS Form 5498) to the Internal Revue Service annually, generally at the end of the calendar year. Precious metals in are valued by the SDIRA on the spot price of the bullion on the valuation date, not what the investor originally paid.

#### **VIII. Investors of Defendant Metals**

50. Defendant Metals produced thousands of account documents for its investors to the Commission. Additionally, the Commission obtained thousands of account documents for Metals’ investors from several SDIRAs that maintained accounts for Metals investors, including New Direction, Equity, and Entrust.

51. Metals produced to the Commission an Excel spreadsheet, which they designated “Phone Sales” that contains information regarding Metals’ investor trades, including the name and address of the investor, and details regarding the purchase or sale of Precious Metals Bullion. This spreadsheet shows that Metals had over 1,600 investors, who were located in all

fifty states. See Attachment Y.<sup>10</sup>

52. At least 1,300 investors spent over \$140 million to purchase Precious Metals Bullion from Metals through SDIRA accounts. Generally, these investors had Qualified Retirement Savings at other firms. In order to purchase Precious Metals Bullion from Metals, these investors would liquidate assets in their Qualified Retirement Savings, open an account with a self-directed IRA (in which they were able to purchase Precious Metals Bullion), and transfer the funds to their new SDIRA account. Precious Metals Bullion purchased in SDIRA accounts were shipped to a depository for safekeeping in the investor's name. Investors made Metals their Representative/Dealer designation on their SDIRA account.

53. Numerous Metals investors already had SDIRA accounts with other firms that held precious metals. These investors changed the Representative/Dealer designation on their SDIRA account from their previous metals dealer to Metals. Metals then liquidated the assets in the previous account, and used the funds to purchase different Precious Metals Bullion in the investors SDIRA.

54. Documents provided to the Commission from New Direction include: the liquidation invoices, invoices of the subsequent purchase of Precious Metals Bullion from Metals, and New Direction's valuation of both the liquidated and the purchased Precious Metal Bullion.

55. For example, in July 2018 Metals investor B.B. filled out a "Precious Metals Exchange Form" with his SDIRA custodian, New Direction IRA, Inc. ("New Direction"), and changed the dealer name on his account to "Chase Metals." See Attachment Z.

56. As these documents show, Metals liquidated his existing Precious Metals Bullion

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<sup>10</sup> Customer identifying information is excluded from this Attachment.

and then Metals egregiously overcharged Investor B.B. to purchase the Polar Bear Bullion they sold him.

**B B**  
**Liquidation Invoice**  
**New Direction**  
**Acct#**

**BILLING ADDRESS:**  
*Metals.com*  
 433 N. Camden Dr, Suite 970  
 BEVERLY HILLS, CA 90210

**DELIVERY ADDRESS:**  
*Delaware Depository Services Co.*  
 3601 North Market Street  
 Wilmington, DE 19802  
 BME

**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Canadian Twin Maple Leaf - 2 oz	7,492	\$37.00	\$277,204.00
TOTAL			\$277,204.00

New Direction IRA, Inc

Prices as of 8/14/2018

8/14/2018

Page: 21.00 of 126.00

BRANCH: 11

<b>E</b>	<b>E</b>				
<b>Product Code</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Fair Value / Unit</b>	<b>Fair Value</b>	
SML2TM	Canadian Twin Maple Leaf - 2 oz.	7492.000	\$30.13	\$225,703.99	
			<b>Total Fair Value</b>	<b>\$226,703.99</b>	

**B** **B**  
**Purchase Invoice**  
**New Direction**  
**Acct#**

**BILLING ADDRESS:**

Metals.com  
 433 N. Camden Dr, Suite 970  
 BEVERLY HILLS, CA 90210

**DELIVERY ADDRESS:**

Delaware Depository Services Co.  
 3601 North Market Street  
 Wilmington, DE 19802

**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Buffalo Round .999 - 1.0 oz	100	\$15.84	\$1,584.00
Gold - Royal Canadian Mint Maple Leaf Coin .9999 - 1/20 oz	100	\$80.56	\$8,056.00
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	8,207	\$28.98	\$237,838.86
		<b>TOTAL</b>	<b>\$247,478.86</b>



<b>Product Code</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Fair Value / Unit</b>	<b>Fair Value</b>
GMLTWA	Canadian Maple Leaf -- 1/20 oz.	100.000	\$60.29	\$6,029.00
SMLHPB	Canadian Round, Polar Bear -- 1/2 oz.	\$207.000	\$7.14	\$58,569.26
SR1RMCBUF	Bullion Round, RMC/Buffalo-- 1 oz.	100.000	\$14.27	\$1,427.30
			<b>Total Fair Value</b>	<b>\$66,025.56</b>

57. According to the investor spreadsheet provided by Metals, at least 300 Metals investors purchased Precious Metals Bullion directly from Metals, via check or wire transfer to bank accounts controlled by the Metals. These Cash Account investors may have their Precious Metals Bullion shipped directly to them, or have it shipped to a depository for safekeeping.

#### **IX. Investors of Defendant Metals**

58. Metals required all investors to sign a “Shipping and Transaction Agreement.” During the Relevant Period, Metals used two different versions of this document (“Customer Agreement #1”, found at Attachment AA, and “Customer Agreement #2”, found at Attachment BB). Beginning on or about June 2019 and continuing thereafter, Metals executed with at least 190 investors Customer Agreement #2” for the purchase of Precious Metals Bullion.

59. Though Customer Agreement #2 began being used in June 2019, many investors were still asked to sign Customer Agreement #1 after June 2019.

60. Section 3(a) of each document states “Within the Precious Metals industry, the difference between [M]etals cost on the day of the purchase (for the Precious Metals Investor has agreed to buy) and the retail price quoted to Investor is known as the ‘Spread’” (herein: “Spread”).

61. Customer Agreement #1 states, in part, that :

- a. “Spread on IRA Precious Metals transaction varies between two percent and thirty-three percent (2% to 33%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons . . .”
- b. “At the time this Transaction Agreement was transmitted for Investor’s signature, (i) metals Spread on bullion (i.e., coins and bars that generally move in tandem with the spot price for the relevant commodity) is generally between one percent and five percent (1 to 5%) ...”
- c. “Metals is prohibited by law from guaranteeing to repurchase Precious Metals that it sells.”

62. Customer Agreement #2 was substantially similar to Customer Agreement #1, except that it represented that the Spread Metals charged on IRA Precious Metals Bullion transactions was significantly smaller. Customer Agreement #2 represented that the Spread on IRA Precious Metals Bullion transaction only varies between 1% to 19.9%, rather than 2% to 33%.

63. Though the Spread in Section 3(a) subpart (i) of Customer Agreement #2 remains 1% to 5%, Customer Agreement #2 materially changes Section 3(a) subpart (ii) to read: “that [M]etals’s Spread on exclusive products from the Government mint is generally between one percent and nineteen point nine percent (1% to 19.9%). Spreads for exclusive gold and silver products and Numismatic coins and bars are often in the range of approximately one percent and nineteen point nine (1% to 19.9%).”

64. The Spread charged to investors pursuant to Customer Agreement #1 and

Customer Agreement #2 represents the difference between what Metals paid for the Precious Metals Bullion and what they charged investors.

**X. Metals Investor Transactions**

65. During my review of the bank records of One West and BofA for Defendant Metals, I found that at least 14 SDIRA Custodians wired funds on behalf investors to Metals for the purchase of Precious Metals Bullion.

66. Metals did not charge their SDIRA or their Cash investors a commission for the purchase of Precious Metals Bullion. The money Metals made on the transaction was the difference between what Metals paid wholesale metals dealers Bayside and Dillon Gage for Precious Metals Bullion, and what Metals then charged its investors, *ie* Spread.

67. Included in Defendant Metals production, there were over 1,800 investor invoices that reflected Precious Metals Bullion purchases by Metals investors, for both SDIRA and Cash investors. The information in these invoices generally matched the information contained in the investor spreadsheet provided by Metals. These invoices show that investor accounts had a disproportionately large amount of the Polar Bear Bullion relative to their overall purchase.

68. Below is a portion of an invoice for Metals Investor A.F., who invested with Metals on June 27, 2018 via a SDIRA account. See Attachment CC. The table below compares the prices Metals charged Investor A.F., and the prices Metals paid for the Precious Metals Bullion. In Investor A.F.'s account, the vast majority of the investor's funds were invested in Silver Royal Canadian Mint Polar Bear Bullion, which Metals charged the investor more than double what Bayside charged Metals.

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	4,000	\$24.02	\$96,080.00
Silver - Buffalo Round .999 - 1.0 oz	110	\$16.50	\$1,815.00
Gold - Bar - 1.0 oz	4	\$1,262.80	\$5,051.20
TOTAL			\$102,946.20

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Metals paid</u>	<u>Investor Total</u>	<u>Metals Total</u>
Silver Canadian Polar Bear 1/2-oz	4000	\$24.02	\$10.96	\$96,080.00	\$43,840.00
Silver Round 1-oz	110	\$16.50	\$16.51	\$1,815.00	\$1,816.10
Gold Bar 1-oz	4	\$1,262.80	\$1,261.10	<u>\$5,051.20</u>	<u>\$5,044.40</u>
				\$102,946.20	\$50,700.50
				<b>Investor Loss</b>	<b>\$52,245.70</b>

69. Investor R.O. invested with Metals on January 6, 2018. See Attachment DD. The portion of the invoice from Metals shows that while other Precious Metals Bullion was available for purchase, Metals sold Investor R.O. a much higher percentage of Polar Bear Bullion. The table below compares the prices Metals charged this investor with what they paid for it. Metals charged a huge premium for the Silver Royal Canadian Mint Polar Bear Bullion. Investor R.O. lost almost 57% of the value of the account.

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Canadian Maple Leaf Coin .9999 - 1.0 oz	100	\$19.17	\$1,917.00
Silver - 2018 Polar Bear Coin .9999 - 0.5 oz	8,227	\$26.00	\$213,902.00
Silver - Bar - 10.0 oz	10	\$181.10	\$1,811.00
Silver - 2015 America The Beautiful Kitsache - 5.0 oz	100	\$135.00	\$13,500.00
Silver - Canadian Maple Leaf Coin .9999 - 1.0 oz	100	\$19.17	\$1,917.00
TOTAL			\$233,047.00

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Metals paid</u>	<u>Investor Total</u>	<u>Metals Total</u>
Silver Canadian Maple Leaf 1-oz	100	\$19.17	\$18.59	\$1,917.00	\$1,859.00
Silver Canadian Polar Bear 1/2-oz	8227	\$26.00	\$11.62	\$213,902.00	\$95,597.74
Silver Bar 10-oz	10	\$181.10	\$178.40	\$1,811.00	\$1,784.00
Silver 5-oz ATB 2015 Kisatchie	100	\$135.00	\$105.00	\$13,500.00	\$10,500.00
Silver Canadian Maple Leaf 1-oz	100	\$19.17	\$18.59	<u>\$1,917.00</u>	<u>\$1,859.00</u>
				\$233,047.00	\$111,599.74
				<b>Investor Loss</b>	<b>\$121,447.26</b>

70. Investor B.F. invested with Metals on August 13, 2019 in a Cash account, and had the metals shipped to his residence. See Attachment EE. This portion of his invoice below shows that 90% of his investment was used to purchase Polar Bear Bullion, when other gold products were available. Investor B.F.'s loss was \$20,299.02.

DESCRIPTION	Quantity	Unit Price	AMOUNT
1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin .9999	102	\$294.82	\$30,071.64
1/4 oz Gold - 2019 British Standard Coin .9999	18	\$731.80	\$13,172.40
1 oz Gold - American Eagle	3	\$1,527.74	\$4,583.22
1 g Gold - Bar	3	\$57.56	\$172.68
TOTAL			\$47,999.94

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Metals paid</u>	<u>Investor Total</u>	<u>Metals Total</u>
Gold Canadian Polar Bear 1/10-oz	102	\$294.82	\$172.78	\$30,071.64	\$17,623.56
Gold Standard 1/4 oz .9999	18	\$731.80	\$298.61	\$13,172.40	\$5,374.98
Gold American Eagle 1-oz	3	\$1,527.74	\$1,509.90	\$4,583.22	\$4,529.70
Gold Bar 1-gram	3	\$57.56	\$57.56	<u>\$172.68</u>	<u>\$172.68</u>
				\$47,999.94	\$27,700.92
Investor Loss					\$20,299.02

71. Metals investors were able to sell their Metals Precious Metals Bullion to third party bullion dealers; however, they received at or near the Prevailing Market Price for the Polar Bear Bullion, which was significantly lower than the prices they were charged by Metals.

72. Investor J.L. purchased Precious Metals Bullion in his New Direction SDIRA account on September 4, 2018. See Attachment FF. In June 2019, Investor J.L. changed the Dealer name on his account to another metals dealer, and sold all the Precious Metals Bullion he had purchased from Metals. Documents provided to the Commission from New Direction

include the invoice of the purchase of Precious Metals Bullion from Metals to Investor J.L. and New Direction's valuation of the purchased Precious Metal Bullion.

73. As these documents show, Investor J.L. purchased Precious Metal Bullion from Metals for a total of \$99,453.60. Nine months later, New Direction valued the Precious Metal Bullion at less than half that amount, which is approximately what another metals dealer was willing to pay for them. This example clearly shows how much over the Prevailing Market Price Metals charged Investor J.L. for the Polar Bear Bullion. Even though bullion prices had gone up during this time period, Investor J.L. lost \$54,087.60 when he sold his Precious Metals Bullion.<sup>11</sup>

**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Buffalo Round .999 - 1.0 oz	150	\$14.99	\$2,248.50
Gold - Bar - 1 g	150	\$48.58	\$7,287.00
Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/10 oz	150	\$289.90	\$43,485.00
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	1,750	\$25.02	\$43,785.00
Silver - America The Beautiful Coin - Various - 5.0 oz	30	\$88.27	\$2,648.10
TOTAL			\$99,453.60

<sup>11</sup> Bullion prices are based on the London PM fix, found on the historical price database at kitco.com.

<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
GB1GRMCWC	Bullion Bar -- 1 g. RMC w / certificate	150,000	\$44.79	\$6,718.71
GCPBT	Canadian Polar Bear -- 1/10 oz.	150,000	\$139.32	\$20,898.00
SAB10SE	Silver, America the Beautiful Bullion Coin, 2016 Shawnee National For	30,000	\$77.56	\$2,326.80
SMLHPB	Silver Canadian Polar Bear -- 1/2 oz.	1750,000	\$7.76	\$13,573.00
SR1RMCBUF	Bullion Round, RMC Buffalo-- 1 oz.	150,000	\$15.51	\$2,326.80
			<b>Total Fair Value</b>	<b>\$45,843.31</b>

# Purchase Order

<h1>Purchase Order</h1>		INVOICE #		DATE	
		[REDACTED]		6/6/2019	
		Representative		Customer Account #	
		Luke M.		[REDACTED]	
BILL TO		SHIP TO			
Name: NDTCO as Custodian FBO- J [REDACTED] L [REDACTED] IRA [REDACTED] Address: 1070 West Century Drive, St. 101 City/State/Zip: Louisville, CO 80027 Phone: 303-546-7930 Email: Order Info: IRA Metal-to-Metal Exchange		Name: FBO PGG [REDACTED] Address: 3601 North Market Street City/State/Zip: Wilmington, DE 19802 Phone: 302-765-3889 Shipping Method:			

[illegible]

<u>Item</u>	<u>Amnt.</u>	<u>Metals Price</u>	<u>Other Dealer Price</u>	<u>SDIRA value</u>
1 gram Gold Bar	150	\$7,287.00	\$6,615.00	\$6,718.71
Gold Canadian Polar Bear 1/10-oz	150	\$43,485.00	\$20,410.50	\$20,898.00



5 oz Silver America the Beautiful	30	\$2,648.10	\$2,641.50	\$2,326.80
1 oz Silver Buffalo Round	150	\$2,248.50	\$2,259.00	\$2,326.80
Silver Polar Bear .5 oz	1,750	<u>\$43,785.00</u>	<u>\$13,440.00</u>	<u>\$13,573.00</u>
		\$99,453.60	\$45,366.00	\$45,843.31
<b>Investor loss</b>				<b>\$54,087.60</b>

<b>Bullion Prices</b>	<b>9/4/2018</b>	<b>6/6/2019</b>
Gold	\$1,190.85	\$1,335.5
Silver	\$14.25	\$14.95

74. Investor M.O. purchased Precious Metals Bullion from Metals on July 11, 2018 in a SDIRA account. On September 22, 2019, Investor M.O. sold the Precious Metals Bullion that he purchased from Metals to another coin dealer. The table below compares: 1) the prices Investor M.O. paid Metals, 2) the price received from another metals dealer, and 3) the Prevailing Market Price of those bullions as determined by the SDIRA. The second metals dealer paid Investor M.O. a premium for his Precious Metals Bullion over the Prevailing Market Price. Even though the Prevailing Market Price of silver and gold had both risen substantially during this time period, Investor M.O. still lost 48% of the funds he invested with Metals. See Attachment GG.

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	7,819	\$23.99	\$187,577.81
Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/10 oz	919	\$279.99	\$257,310.81
Gold - 2018 Royal Canadian Mint Maple Leaf .9999 Purity - 1.0 oz	9	\$1,249.00	\$11,241.00
Silver - Royal Canadian Mint Maple Leaf Coin .9999 - 1.0 oz	329	\$16.49	\$5,425.21
Silver - America The Beautiful Coin - ATB - 5.0 oz	19	\$81.19	\$1,542.61

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### MA Confidential Treatment Requested by Chase Metals

TNTE\_CFTC\_06451

July 11<sup>th</sup>, 2018  
INVOICE # [WB7118KS]

**metals.com**  
The #1 Name In Metals

Continued from previous page

Gold - 2018 Royal Canadian Mint Maple Leaf Coin .9999 Purity - 1/4 oz	29	\$314.99	\$9,134.71
TOTAL			\$472,232.15

# Purchase Order

<b>Purchase Order</b>		<b>INVOICE #</b>	<b>DATE</b>
			9/26/2019
		<b>Representative</b>	<b>Customer Account #</b>
		Andy C.	
<b>BILL TO</b>		<b>SHIP TO</b>	
<b>NDTCO as Custodian FBO-</b>		<b>DDSC (Delaware Depository)</b>	
<b>Name:</b>		<b>Name:</b>	<b>FBO PGG</b>
<b>Address :</b>	1070 West Century Drive, St. 101	<b>Address :</b>	3601 North Market Street
<b>City/State/Zip:</b>	Louisville, CO 80027	<b>City/State/Zip:</b>	Wilmington, DE 19802
<b>Phone :</b>	303-546-7930	<b>Phone :</b>	302-765-3889
<b>Email:</b>		<b>Shipping Method:</b>	
<b>Order Info:</b>	IRA Metal-to-Metal Exchange		

[illegible]

			Total Fair Value	
M	O			
<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
GCPBT	Canadian Polar Bear -- 1/10 oz.	919.000	\$150.81	\$138,594.39
GML1	Canadian Maple Leaf, 9999 Fine -- 1 oz.	9.000	\$1,502.90	\$13,526.10
GMLQ	Canadian Maple Leaf -- 1/4 oz.	29.000	\$378.32	\$10,971.28
SAB16SE	Silver, America the Beautiful Bullion Coin, 2016 Shawnee National For	19.000	\$89.21	\$1,694.99
				PMEX0003511

## New Direction Trust

**Prices as of 9/26/2019**

9/26/2019

Page: 118.00 of 197.00

BRANCH: 41

<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
SML1	Canadian Maple Leaf -- 1 oz.	329.000	\$18.58	\$6,113.48
SMLHPB	Silver Canadian Polar Bear -- 1/2 oz.	7819.000	\$8.92	\$69,753.30
			<b>Total Fair Value</b>	<b>\$740,653.46</b>

<u>Item</u>	<u>Amnt.</u>	<u>Metals Price</u>	<u>Other Dealer Price</u>	<u>SDIRA value</u>
Silver Canadian Polar Bear 1/2-oz	7,819	\$187,577.81	\$73,068.56	\$69,753.30
Gold Canadian Polar Bear 1/10-oz	919	\$257,310.81	\$140,607.00	\$138,594.39
Gold Canadian Maple Leaf 1-oz	9	\$11,241.00	\$13,797.00	\$13,526.10
Silver Canadian Maple Leaf 1-oz	329	\$5,425.21	\$6,145.72	\$6,113.48
Gold Canadian Maple Leaf 1/4-oz	29	<u>\$9,134.71</u>	<u>\$11,114.25</u>	<u>\$10,971.20</u>
		\$470,689.54	\$244,732.53	\$238,958.47
<b>Investor Loss</b>				<b>\$225,957.01</b>

<b>Bullion Prices</b>	<b>7/11/2018</b>	<b>9/26/2019</b>
Gold	\$1,251.40	\$1,506.40
Silver	\$15.91	\$17.97

#### **XI. Investors of Defendant Barrick**

75. I reviewed documents from Barrick's bank accounts, investor information from wholesale metals dealer Bayside, and Barrick investor invoices obtained from SDIRA custodian Equity Trust ("Equity") for over 100 Barrick investors.

76. Based on a review of relevant bank records, I determined that Barrick investors deposited at least \$15,297,347.93 into Barrick's bank accounts for the purchase of Precious Metals Bullion. See Attachment HH.

77. Barrick, like Metals, did not charge their investors a commission on the purchase of Precious Metals Bullion in their accounts. The money Barrick made on the transaction was the difference between what Barrick paid for the Precious Metals Bullion, and what they charged the investor, *ie* Spread.

78. Below is a portion of a Barrick invoice for the SDIRA account of Investor C.S.,

dated April 15, 2020. See Attachment II. The chart below compares the price Barrick charged the investor with what Barrick paid for the Barrick Bullion. Investor C.S.'s loss was \$106,945.45, approximately 54% of the amount of funds Investor C.S. invested. For both Barrick Bullion, Barrick charged the investor more than double the price they paid Bayside for the bullion.

ITEM	QTY	PRICE	TOTAL
1/10 oz Silver - Spade Guinea Coin	20,711	\$6.75	\$139,799.25
1/10 oz Gold - Canadian Wildlife Series Coin	148	\$403.35	\$59,695.80
			Subtotal: \$199,495.05

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Barrick paid</u>	<u>Investor Total</u>	<u>Barrick Total</u>
Silver Spade Guinea 0.1-oz	20,711	\$6.75	\$3.04	\$139,799.25	\$62,961.44
Gold Canadian Polar Bear 1/10-oz	148	\$403.35	\$199.92	<u>\$59,695.80</u>	<u>\$29,588.16</u>
				\$199,495.05	\$92,549.60
Investor's Loss					\$106,945.45

79. Below is a similar comparison for the SDIRA account for Barrick Investor D.P., whose Barrick invoice is dated January 14, 2020. See Attachment JJ. Investor D.P.'s loss almost half of the funds Investor D.P. invested. The Barrick Bullion make up the vast majority of Investor D.P.s investment.

ITEM	QTY	PRICE	TOTAL
Silver America The Beautiful – 5 oz. coin	100	\$172.50	\$17,250
Silver Spade Guinea- 1/10 <sup>th</sup> oz. coin	9,646	\$6.58	\$63,470.68
Gold Canadian Wildlife Series 1/10 <sup>th</sup> oz. coin	350	\$360.80	\$126,280

## Subtotal

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Barrick paid</u>	<u>Investor Total</u>	<u>Barrick Total</u>
Silver 5-oz ATB 2019 (War in the Pacific)	100	\$172.50	\$102.65	\$17,250.00	\$10,265.00
Silver Spade Guinea 0.1-oz	9,646	\$6.58	\$3.30	\$63,470.68	\$31,831.80
Gold Canadian Polar Bear 1/10-oz	350	\$360.80	\$178.97	<u>\$126,280.00</u>	<u>\$62,639.50</u>
				\$207,000.68	\$104,736.30
				<b>Investor's Loss</b>	<b>\$102,264.38</b>

80. Below is a similar comparison for the SDIRA account for Barrick Investor T.C. who invested with Barrick on March 16, 2020. See Attachment KK. This investor only purchased one type of Barrick Bullion in his SDIRA account. Investor T.C.'s loss was 55% of his funds invested with Barrick.

ITEM	QTY	PRICE	TOTAL
1/10 oz Silver - Spade Guinea Coin	54,838	\$6.20	\$339,995.60

Subtotal: \$339,995.60

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Barrick paid</u>	<u>Investor Total</u>	<u>Barrick Total</u>
Silver Spade Guinea 0.1-oz	54,838	\$6.20	\$2.79	\$339,995.60	\$152,998.02
<b>Investor's Loss</b>				<b>\$186,997.58</b>	

81. Below is a similar comparison for the SDIRA account for Barrick Investor S.W. who invested with Barrick on March 5, 2020. See Attachment LL. While Investor S.W. purchased a few Royal Canadian Maple Leafs, the vast majority of his investment was in the Barrick Bullion. Investor S.W. lost almost half of his investment.

ITEM	QTY	PRICE	TOTAL
1 oz Gold - Royal Canadian Mint Maple Leaf Coin .9999	4	\$1,700.00	\$6,800.00
1/10 oz Gold - Canadian Wildlife Series Coin	253	\$394.00	\$99,682.00
1/10 oz Silver - Britannia Coin	14,521	\$6.95	\$100,920.95

Subtotal: \$207,402.95

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Barrick paid</u>	<u>Investor Total</u>	<u>Barrick Total</u>
Gold Canadian Maple Leaf 1-oz 0.9999-fine	4	\$1,700.00	\$1,683.00	\$6,800.00	\$6,732.00
Gold Canadian Polar Bear 1/10-oz	253	\$394.00	\$191.42	\$99,682.00	\$48,429.26
Silver Spade Guinea 0.1-oz	14,521	\$6.95	\$3.22	<u>\$100,920.95</u>	<u>\$46,757.62</u>
				\$207,402.95	\$101,918.88
<b>Investor's Loss</b>				<b>\$105,484.07</b>	

82. Below is a similar comparison for the SDIRA account for Barrick Investor M.S. who invested with Barrick on March 3, 2020. See Attachment MM. This investor also purchased a small amount of non-Barrick Bullion, but the vast majority of the investment was in the Barrick Bullion. Investor M.S.'s lost more than half of his entire investment.



ITEM	QTY	PRICE	TOTAL
1 g Gold - Bar	15	\$66.00	\$990.00
1/10 oz Silver - Spade Guinea Coin	8,467	\$6.85	\$57,998.95
1/10 oz Gold - Canadian Wildlife Series Coin	229	\$380.00	\$87,020.00

Subtotal: \$146,008.95

<u>Item</u>	<u>Amnt.</u>	<u>Investor Price</u>	<u>Barrick paid</u>	<u>Investor Total</u>	<u>Barrick Total</u>
Gold Bar 1-gram	15	\$66.00	\$61.34	\$990.00	\$920.10
Silver Spade Guinea 0.1-oz	8,467	\$6.85	\$3.22	\$57,998.95	\$27,263.74
Gold Canadian Polar Bear 1/10-oz	229	\$380.00	\$189.03	<u>\$87,020.00</u>	<u>\$43,287.87</u>
				\$146,008.95	\$71,471.71
				<b>Investor's Loss</b>	<b>\$74,537.24</b>

#### **X. Barrick Investors at the Entrust Group**

83. In late August 2020, the Commission obtained documents from SDIRA custodian Entrust. Entrust produced copies of Barrick invoices, Entrust opening account documents, emails with Barrick staff, and evidence of payments from investors. As the following table shows, between June 18, 2020 and August 3, 2020, twenty investors purchased Precious Metals Bullion through their Entrust SDIRA accounts from Barrick, for a total of \$2,711,580.32. Their Barrick invoices are included as Attachment NN.

<u>Name</u>	<u>State</u>	<u>Date</u>	<u>Amount</u>
Investor L.S.	VT	6/18/20	\$299,892.00
Investor M.M.	AL	6/23/20	\$249,998.92
Investor K.M.	MN	6/25/20	\$129,993.45
Investor J.P.	GA	6/29/20	\$23,589.45
Investor J.Z.	MI	7/1/20	\$129,503.75
Investor K.W.	WA	7/2/20	\$245,359.56
Investor T.Y.	TX	7/7/20	\$32,466.42
Investor K.W.	AZ	7/13/20	\$158,032.40
Investor M.C.	GA	7/13/20	\$195,460.00
Investor P.P.	CO	7/13/20	\$124,998.25
Investor H.L.	OH	7/15/20	\$23,381.50
Investor H.P.	HI	7/15/20	\$74,499.63
Investor J.J.	FL	7/15/20	\$149,422.56
Investor C.M.	MD	7/16/20	\$124,491.25
Investor M.S.	KS	7/17/20	\$49,460.32
Investor S.R.	MI	7/22/20	\$113,498.00
Investor C.H.	FL	7/27/20	\$199,977.78
Investor J.R.	FL	7/28/20	\$224,740.00
Investor M.P.	UT	7/28/20	\$113,320.46
Investor D.W.	IN	8/3/20	\$49,494.62
			<b>\$2,711,580.32</b>

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 18, 2020, in Washington, DC.

  
 Patricia Gomersall

# **ATTACHMENT A**

**Corporate Documents:TMTE d/b/a Metals.com**

CONVEI

Ed Murray, WY Secretary of State  
FILED: 03/18/2017 12:57 PM  
Original ID: 2008-000554305  
Amendment ID: 2017-002033851

## ARTICLES OF INCORPORATION

It was unanimously voted on March 8, 2017 by the Members, to convert Chase Metals, LLC, filed in Wyoming on the 30th day of April 2008, to a Wyoming Corporation. Upon Conversion, Chase Metals, LLC will further be known as Chase Metals, Inc.

**FIRST.** The name of the corporation:

**Chase Metals, Inc.**

**SECOND.** Its registered office in the State of Wyoming is located at 1712 Pioneer Ave. Ste. 2145 Cheyenne, WY 82001. This Corporation may maintain an office, or offices, in such other place within or without the State of Wyoming as may be from time to time designated by the Board of Directors, or by the By-Laws of said Corporation, and that this Corporation may conduct all Corporation business of every kind and nature, including the holding of all meetings of Directors and Stockholders, outside the State of Wyoming as well as within the State of Wyoming.

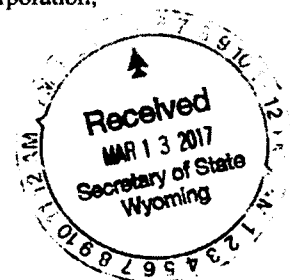
**THIRD.** The objects for which this Corporation is formed are:

(A) To do all things necessary or convenient to carry out its business and affairs, including without limitation power to:

(B) Sue and be sued, complain and defend in its corporate name;

(C) Have a corporate seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it or in any other manner reproducing it;

(D) Make and amend bylaws, not inconsistent with its articles of incorporation or with the laws of this state, for managing the business and regulating the affairs of the corporation;



(E) Purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with, real or personal property, or any legal or equitable interest in property, wherever located;

(F) Sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property;

(G) Purchase, receive, subscribe for, or otherwise acquire; own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of; and deal in and with shares or other interests in, or obligations of, any other entity;

(H) Make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations which may be convertible into or include the option to purchase other securities of the corporation, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income;

(I) Lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

(J) Be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, or other entity;

(K) Conduct its business, locate offices, and exercise the powers granted by this act within or without this state;

(L) Elect directors and appoint officers, employees, and agents of the corporation, define their duties, fix their compensation, and lend them money and credit;

(M) Pay pensions and establish pension plans, pension trusts, profit sharing plans, share bonus plans, share option plans, and benefit or incentive plans for any or all of its current or former directors, officers, employees, and agents;

(N) Make donations for the public welfare or for charitable, scientific, or educational purposes;

(O) Transact any lawful business; and

(P) Make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of the corporation.

**FOURTH.** The total number of common stock authorized that may be issued by the Corporation is 1,000,000 shares of common stock without par value. Said shares may be issued by the corporation from time to time for such considerations as may be fixed by the Board of Directors.

**FIFTH.** The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this Corporation, providing that the number of directors shall not be reduced to fewer than one (1).

**SIXTH.** The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

**SEVENTH.** The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

**NAME**

Corporate Agents, LLC

**POST OFFICE ADDRESS**

1712 Pioneer Ave. Ste 100  
Cheyenne, Wyoming 82001

**EIGHTH.** The registered agent for this corporation shall be:

**Corporate Agents, LLC**

The address of said agent, and, the registered or statutory address of this corporation in the state of Wyoming, shall be:

1712 Pioneer Ave. Ste, 100  
Cheyenne, Wyoming 82001

NINTH. The corporation is to have perpetual existence.

TENTH. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

Subject to the By-Laws, if any, adopted by the Stockholders, to make, alter or amend the By-Laws of the Corporation.

To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this Corporation.

By resolution passed by a majority of the whole Board, to designate one (1) or more committees, each committee to consist of one or more of the Directors of the Corporation, which, to the extent provided in the resolution, or in the By-Laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee, or committees, shall have such name, or names, as may be stated in the By-Laws of the Corporation, or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the Stockholders holding stock entitling them to exercise at least a majority of the voting power given at a Stockholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of Directors deems expedient and for the best interests of the Corporation.

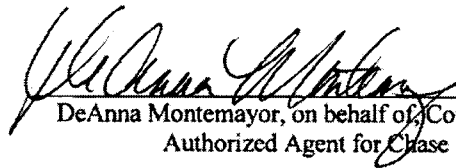
**ELEVENTH.** No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the Corporation, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

**TWELFTH.** No director or officer of the Corporation shall be personally liable to the Corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officer involving any act or omission of any such director or officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a director or officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) the payment of dividends in violation of Section 17-16-833 of the Wyoming Statutes; (iii) for any breach of the director's duty of loyalty, as defined by the Wyoming Business Corporation Act, to the corporation or its shareholders; or (iv) for any transaction from which the officer or director derived an improper personal benefit. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation for acts or omissions prior to such repeal or modification.



**THIRTEENTH.** This Corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

**I, THE UNDERSIGNED**, being the Incorporator hereinbefore named for the purpose of forming a Corporation pursuant to the General Corporation Law of the State of Wyoming, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this 13<sup>th</sup> day of March 2017.

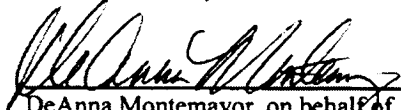
A handwritten signature in cursive script, appearing to read "DeAnna Montemayor", is written over a horizontal line.

DeAnna Montemayor, on behalf of Corporate Agents, LLC,  
Authorized Agent for Chase Metals, Inc.

**CONSENT TO  
APPOINTMENT BY REGISTERED AGENT**

- I. Corporate Agents, LLC, located at 1712 Pioneer Ave. Ste. 100, Cheyenne, WY, 82001, voluntarily consents to serve as the registered agent for Chase Metals, Inc., on the date shown below;
- II. The undersigned by and on behalf of Corporate Agents, LLC, hereby certify that it is in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Dated this 13<sup>th</sup> day of March 2017.

  
\_\_\_\_\_  
DeAnna Montemayor, on behalf of  
Corporate Agents, LLC, Registered Agent

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, ED MURRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

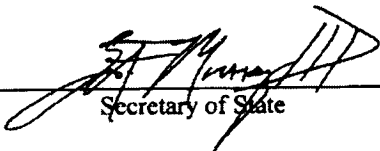
**CERTIFICATE OF CONVERSION**

**Chase Metals, LLC** converted from a **Wyoming Limited Liability Company**  
to **Chase Metals, Inc.** a **Wyoming Profit Corporation**

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **18th** day of **March, 2017**



Filed Date: 03/18/2017

  
Secretary of State

By: Kit Bennett



**Wyoming Secretary of State**

2020 Carey Avenue, Suite 700  
Cheyenne, WY 82002-0020  
Ph. 307.777.7311  
Fax 307.777.5339  
Email: [Business@wyo.gov](mailto:Business@wyo.gov)

**WY Secretary of State**

**FILED: 11/16/2018 02:55 PM**

**ID: 2018-000829114**

**Application for Registration of Trade Name**

1. Trade name to be registered:

METALS.COM

2. Name of applicant:

TMTE INC.

3. Business address of applicant:

1712 Pioneer Ave Ste 2145  
Cheyenne, WY 82001  
USA

4. Mailing address of the trade name:

1712 Pioneer Ave Ste 2145  
Cheyenne, WY 82001  
USA

5. Applicant is (check one):

☐

individual;

☒

corporation;

☐

general partnership;

☐

limited partnership;

☐

limited liability company;

☐

statutory trust;

☐

unincorporated association;

☐

other:

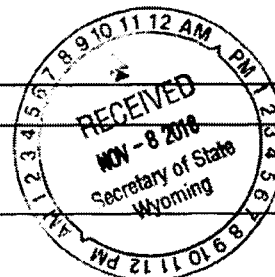
6. If the applicant is a corporation, limited partnership, limited liability company or statutory trust, list the state of incorporation or organization:

WYOMING

If a limited partnership, general partnership, or statutory trust, list the names and addresses of the partners, general partners, or trustees:

If other, explain:

TN-RegistrationApplication - Revised June 2016



7. Describe general nature of business conducted by applicant:

PRECIOUS METALS SALES

8. Date first used in Wyoming: 08/24/2017

(Date - mm/dd/yyyy)

•The name must be in use in Wyoming prior to registration.

Date: 11/02/2018

(mm/dd/yyyy)

Signature:

*Graham H. Norris*

Print Name: GRAHAM H. NORRIS

Title: CEO

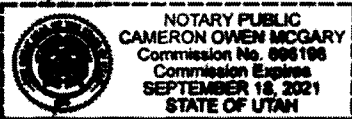
Contact Person: Rabeh Sofi Esq.

Daytime Phone Number: (213) 403-3218

Email: rsoofi@axislc.com

(Email provided will receive filing evidence)

\*May list multiple email addresses

State of Utah County of Utah  
 The foregoing instrument was acknowledged before me by Graham H. Norris  
*Signatory's Printed Name*  
*[Signature]* Nov. 7, 2018 Sept. 18, 2021  
*Notary Public's Signature* *Notary Date (mm/dd/yyyy)* *Notary's Commission Expiration*  
 Notarial Seal:  NOTARY PUBLIC  
 CAMERON OWEN MCGARY  
 Commission No. 006196  
 Commission Expires  
 SEPTEMBER 18, 2021  
 STATE OF UTAH

Important Information:

- Registration is effective for a term of ten years and is renewable. The renewal may not be filed more than six months prior to the expiration.
- Renewal forms are mailed by the office of the Secretary of State to registrants whose trade name is up for renewal. Trade name renewal fees are \$50.00.
- Trade name cancellation fees are \$10.00 (forms available online).
- Trade name assignment fees are \$25.00 (forms available online).

TN-RegistrationApplication - Revised June 2016


**STATE OF WYOMING \* SECRETARY OF STATE**  
**EDWARD A. BUCHANAN**  
**BUSINESS DIVISION**

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: [business@wyo.gov](mailto:business@wyo.gov)

**Filing Information**

 Please note that this form CANNOT be submitted in place of your Annual Report.

<b>Name</b>	<b>TMTE INC.</b>		
<b>Filing ID</b>	<b>2008-000554305</b>		
<b>Type</b>	<b>Profit Corporation</b>	<b>Status</b>	<b>Active</b>

**General Information**

<b>Old Name</b>	<b>TEM INC.</b>	<b>Sub Status</b>	<b>Current</b>
<b>Fictitious Name</b>		<b>Standing - Tax</b>	<b>Good</b>
		<b>Standing - RA</b>	<b>Good</b>
<b>Sub Type</b>		<b>Standing - Other</b>	<b>Good</b>
<b>Formed in</b>	<b>Wyoming</b>	<b>Filing Date</b>	<b>04/30/2008 4:30 PM</b>
<b>Term of Duration</b>		<b>Delayed Effective Date</b>	
		<b>Inactive Date</b>	

**Share Information**

<b>Common Shares</b>	<b>1,000,000</b>	<b>Preferred Shares</b>	<b>Additional Stock</b>	<b>N</b>
<b>Par Value</b>	<b>0.0000</b>	<b>Par Value</b>	<b>0.0000</b>	

**Principal Address**

1712 Pioneer Ave Ste 2145  
Cheyenne, WY 82001

**Mailing Address**

1712 Pioneer Ave Ste 2145  
Cheyenne, WY 82001

**Registered Agent Address**

Corporate Agents, LLC  
1712 Pioneer Ave Ste 100  
Cheyenne, WY 82001

**Parties**

<b>Type</b>	<b>Name / Organization / Address</b>
<b>Incorporator</b>	<b>Corporate Agents, LLC</b>

**Notes**

<b>Date</b>	<b>Recorded By</b>	<b>Note</b>
-------------	--------------------	-------------

**Filing Information**

Please note that this form CANNOT be submitted in place of your Annual Report.

<b>Name</b>	<b>TMTE INC.</b>		
<b>Filing ID</b>	<b>2008-000554305</b>		
<b>Type</b>	Profit Corporation	<b>Status</b>	Active

**Most Recent Annual Report Information**

<b>Type</b>	Original	<b>AR Year</b>	2019
<b>License Tax</b>	\$50.00	<b>AR Exempt</b>	N
<b>AR Date</b>	4/3/2019 1:27 PM		
<b>Web Filed</b>	N		

**Officers / Directors**

Type	Name / Organization / Address
Secretary / Director	Gerald Pitts 1712 Pioneer Ave Ste 2145 Cheyenne, WY 82001

Principal Address	Mailing Address
1712 Pioneer Ave Ste 2145 Cheyenne, WY 82001	1712 Pioneer Ave Ste 2145 Cheyenne, WY 82001

**Annual Report History**

Num	Status	Date	Year	Tax
00977532	Original	02/10/2009	2009	\$50.00
01138058	Original	03/25/2010	2010	\$50.00
01305991	Original	03/18/2011	2011	\$50.00
01498365	Original	03/02/2012	2012	\$50.00
01799693	Original	03/06/2013	2013	\$50.00
01996349	Original	03/11/2014	2014	\$50.00

Principal Address 1 Changed From: 1712 Pioneer Ave Ste 100 To: 1712 Pioneer Ave Ste 7000

02199697	Original	03/12/2015	2015	\$50.00
02443263	Original	03/08/2016	2016	\$50.00
02752262	Original	03/16/2017	2017	\$50.00
02967309	Amendment	08/15/2017	2017	\$50.00


Principal Address 1 Changed From: 1712 Pioneer Ave Ste 100 To: 1712 Pioneer Ave Ste 2145

03399121	Original	03/13/2018	2018	\$50.00
04367433	Amendment	03/28/2019	2018	\$50.00
04386359	Original	04/03/2019	2019	\$50.00

**Amendment History**

ID	Description	Date
----	-------------	------

## Filing Information

 Please note that this form CANNOT be submitted in place of your Annual Report.

<b>Name</b>	<b>TMTE INC.</b>		
<b>Filing ID</b>	<b>2008-000554305</b>		
<b>Type</b>	Profit Corporation	<b>Status</b>	<b>Active</b>


---

2019-002525087	Delinquency Notice - Tax	04/02/2019
2018-002352056	Name Change	08/02/2018
	Filing Name Changed From: TEM INC. To: TMTE INC.	
2018-002345182	Name Change	07/23/2018
	Filing Name Changed From: Chase Metals, Inc. To: TEM INC.	
2017-002033851	Conversion	03/18/2017
	Filing Type Changed From: Limited Liability Company To: Profit Corporation	
	Formation (State/Country) Changed From: Wyoming To: Wyoming	
	Filing Name Changed From: Chase Metals, LLC To: Chase Metals, Inc.	
	Principal Address 1 Changed From: 1712 Pioneer Ave Ste 2145 To: 1712 Pioneer Ave Ste 100	
2016-001944847	Name Change	08/29/2016
	Filing Name Changed From: Access Unlimited LLC To: Chase Metals, LLC	
2016-001878569	Address Update	04/11/2016
	Principal Address 1 Changed From: 1712 Pioneer Ave Ste 7000 To: 1712 Pioneer Ave Ste 2145	
2014-001618676	RA Address Change	05/28/2014
2012-001395335	RA Name/Address Change	10/26/2012
	Registered Agent # Changed From: 0178658 To: 0187456	
	Registered Agent Organization Name Changed From: Wyoming Corporate Services, Inc. To: Corporate Agents, L	
	Registered Agent Physical Address 1 Changed From: 1712 Pioneer Ave Ste 101 To: 1712 Pioneer Ave Ste 100	
	Principal Address 1 Changed From: 2710 Thomes Ave To: 1712 Pioneer Ave Ste 100	
2012-001375928	RA Address Change	09/18/2012
See Filing ID	Initial Filing	04/30/2008



# **ATTACHMENT B**

**Corporate Documents: Barrick Capital**

	<b>Secretary of State</b> <b>Statement and Designation by</b> <b>Foreign Corporation</b>	<b>S&amp;DC-S/N</b>	<b>4 5 6 3 7 8 4</b>
<b>IMPORTANT — Read instructions before completing this form.</b>  Must be submitted with a current Certificate of Good Standing issued by the government agency where the corporation was formed. See instructions.  <b>Filing Fee</b> — \$100.00 (for a foreign stock corporation) or \$30.00 (for a foreign nonprofit corporation)  <b>Copy Fees</b> — First page \$1.00; each attachment page \$0.50; Certification Fee — \$5.00  <i>Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <a href="https://www.ftb.ca.gov">https://www.ftb.ca.gov</a>.</i>			<b>FILED</b> Secretary of State State of California <b>FEB 06 2020</b>
1. <b>Corporate Name</b> (Go to <a href="http://www.sos.ca.gov/business/bc/name-availability">www.sos.ca.gov/business/bc/name-availability</a> for general corporate name requirements and restrictions.)  <div style="border: 1px solid black; padding: 5px; min-height: 40px;">Barrick Capital, Inc</div>			2. <b>Jurisdiction</b> (State, foreign country or place where this corporation is formed - must match the Certificate of Good Standing provided.)  <div style="border: 1px solid black; padding: 5px; min-height: 40px;">Delaware</div>
3. <b>Business Addresses</b> (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "In care of" an individual or entity.)			
a. Initial Street Address of Principal Executive Office - Do not enter a P.O. Box <b>23638 Lyons Avenue #223</b>	City (no abbreviations) <b>Newhall</b>	State <b>CA</b>	Zip Code <b>91321</b>
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box	City (no abbreviations)	State <b>CA</b>	Zip Code
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code
4. <b>Service of Process</b> (Must provide either individual OR Corporation.) <b>INDIVIDUAL</b> — Complete Items 4a and 4b only. Must include agent's full name and California street address.			
a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State <b>CA</b>	Zip Code
<b>CORPORATION</b> — Complete Item 4c. Only include the name of the registered agent Corporation.			
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b <b>Registered Agents Inc.</b>			

**5. Read and Sign Below** (See instructions. Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

  
 Signature

**Bob Lambert - President**  
 Type or Print Name

# Delaware

The First State

4563784

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "BARRICK CAPITAL, INC" IS DULY  
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD  
STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS  
OF THIS OFFICE SHOW, AS OF THE THIRTY-FIRST DAY OF JANUARY, A.D.  
2020.



7570290 8300

SR# 20200713814

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line.

Authentication: 202302676

Date: 01-31-20

# ATTACHMENT C

Corporate Documents: Tower Equity, LLC



**Secretary of State**  
**Statement of Information**  
 (Limited Liability Company)

LLC-12

18-C57978

**FILED**

In the office of the Secretary of State  
 of the State of California

JUL 31, 2018

**This Space For Office Use Only****IMPORTANT** — Read instructions **before** completing this form.**Filing Fee** — \$20.00

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
 Certification Fee — \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

TOWER EQUITY, LLC

**2. 12-Digit Secretary of State File Number**

201701410044

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

WYOMING

**4. Business Addresses****a. Street Address of Principal Office** - Do not list a P.O. Box

8383 Wilshire Blvd Suite 412

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

**b. Mailing Address of LLC, if different than item 4a**

8383 Wilshire Blvd Suite 412

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

**c. Street Address of California Office, if item 4a is not in California** - Do not list a P.O. Box

8383 Wilshire Blvd Suite 412

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

**5. Manager(s) or Member(s)**

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

**a. First Name, if an individual** - Do not complete Item 5b

Simon

Middle Name

Last Name

Batashvili

Suffix

**b. Entity Name** - Do not complete Item 5a**c. Address**

8383 Wilshire Blvd Suite 412

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

**6. Service of Process** (Must provide either Individual OR Corporation.)**INDIVIDUAL** — Complete Items 6a and 6b only. Must include agent's full name and California street address.**a. California Agent's First Name** (if agent is not a corporation)

Middle Name

Last Name

Suffix

**b. Street Address** (if agent is not a corporation) - Do not enter a P.O. Box

City (no abbreviations)

State

CA

Zip Code

**CORPORATION** — Complete Item 6c only. Only include the name of the registered agent Corporation.**c. California Registered Corporate Agent's Name** (if agent is a corporation) — Do not complete Item 6a or 6b

REGISTERED AGENTS INC (C3365816)

**7. Type of Business****a. Describe the type of business or services of the Limited Liability Company**

Investments

**8. Chief Executive Officer, if elected or appointed****a. First Name**

Middle Name

Last Name

Suffix

**b. Address**

City (no abbreviations)

State

Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

07/31/2018

Maria Ballesteros

Admin

Date

Type or Print Name of Person Completing the Form

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

LLC-12 (REV 01/2017)



**Secretary of State**  
**Statement of Information**  
 (Limited Liability Company)

LLC-12

19-B17860

**FILED**

In the office of the Secretary of State  
 of the State of California

MAR 22, 2019

**This Space For Office Use Only****IMPORTANT** — Read instructions **before** completing this form.**Filing Fee** — \$20.00

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
 Certification Fee - \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

TOWER EQUITY, LLC

**2. 12-Digit Secretary of State File Number**

201701410044

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

WYOMING

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box

8383 Wilshire Blvd. Suite 700

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

b. Mailing Address of LLC, if different than item 4a

8383 Wilshire Blvd. Suite 700

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

8383 Wilshire Blvd. Suite 700

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

**5. Manager(s) or Member(s)**

a. First Name, if an individual - Do not complete Item 5b

Simon

Middle Name

Last Name

Batashvili

Suffix

b. Entity Name - Do not complete Item 5a

c. Address

8383 Wilshire Blvd. Suite 700

City (no abbreviations)

Beverly Hills

State

CA

Zip Code

90211

**6. Service of Process** (Must provide either Individual **OR** Corporation.)**INDIVIDUAL** — Complete Items 6a and 6b only. Must include agent's full name and California street address.a. California Agent's First Name (if agent is **not** a corporation)

Middle Name

Last Name

Suffix

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**

City (no abbreviations)

State

CA

Zip Code

**CORPORATION** — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

CALIFORNIA CORPORATE AGENTS, INC. (C3035398)

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company

Various

**8. Chief Executive Officer, if elected or appointed**

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

03/22/2019

Rabeh Soofi Esq.

Attorney

Date

Type or Print Name of Person Completing the Form

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company

Address:

City/State/Zip:

LLC-12 (REV 01/2017)

Page 1 of 2

2017 California Secretary of State  
 www.sos.ca.gov/business/be

58



**Attachment to  
Statement of Information  
(Limited Liability Company)**

**LLC-12A  
Attachment**

19-B17860

**A. Limited Liability Company Name**

TOWER EQUITY, LLC

This Space For Office Use Only

**B. 12-Digit Secretary of State File Number**

201701410044

**C. State or Place of Organization** (only if formed outside of California)

WYOMING

**D. List of Additional Manager(s) or Member(s)** - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name <b>Lucas</b>	Middle Name	Last Name <b>Asher</b>	Suffix
Entity Name			
Address <b>8383 Wilshire Blvd. Suite 700</b>		City (no abbreviations) <b>Beverly Hills</b>	State <b>CA</b> Zip Code <b>90211</b>
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code

<b>LLC-5</b>	<b>Application to Register a Foreign Limited Liability Company (LLC)</b>	<div style="font-size: 24pt; font-weight: bold;">201701410044</div> <div style="text-align: right; margin-top: 10px;"> <b>FILED</b> <i>imR</i>  <b>Secretary of State</b>  <b>State of California</b>  <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> <div style="font-size: 18pt;">JAN 03 2017</div> <div style="font-size: 24pt; font-weight: bold;">IPC</div> </div> </div>
<p>To register in California an LLC from another state, country or other place, fill out this form, and submit for filing along with:</p> <ul style="list-style-type: none"> <li>- A \$70 filing fee, and</li> <li>- A certificate of good standing, issued within the last six (6) months by the agency where the LLC was formed.</li> <li>- A separate, non-refundable \$15 service fee also must be included, if you <b>drop off</b> the completed form.</li> </ul> <p><b>Important!</b> LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <a href="https://www.ftb.ca.gov">https://www.ftb.ca.gov</a>.</p> <p>Registered LLCs cannot provide in California "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.</p>		
For questions about this form, go to <a href="http://www.sos.ca.gov/business/be/filing-tips.htm">www.sos.ca.gov/business/be/filing-tips.htm</a>		
<b>LLC Name to be used for this LLC in California</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>① a.</b> <u>Tower Equity, LLC</u>  <small>LLC Name</small> </div> <div style="width: 85%;"> <small>List the LLC name you use now (exactly as listed on your certificate of good standing)</small> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>b.</b>  <small>Alternate Name</small> </div> <div style="width: 85%;"> <small>If the LLC name in Item 1a does not comply with California Corporations Code section 17701.08; list an alternate name to be used in California exactly as it is to appear on the records of the California Secretary of State. The alternate name <b>must</b> include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and <b>may not</b> include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to <a href="http://www.sos.ca.gov/business/be/name-availability.htm">www.sos.ca.gov/business/be/name-availability.htm</a>.</small> </div> </div>		
<b>LLC History</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>② a.</b> Date your LLC was formed (MM, DD, YYYY):         </div> <div style="width: 85%;"> <u>06/19/2013</u> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>b.</b> State, country or other place where your LLC was formed:         </div> <div style="width: 85%;"> <u>Wyoming</u> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>c.</b> Your LLC currently has powers and privileges to conduct business in the state, country or other place listed above.         </div> <div style="width: 85%;"></div> </div>		
<b>Service of Process</b> (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the agent's address for service of process is already on file.)		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>③ a.</b> <u>Registered Agents, Inc.</u>  <small>Agent's Name</small> </div> <div style="width: 85%;"></div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>b.</b>  <small>Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box</small> </div> <div style="width: 85%;"> <div style="display: flex; justify-content: space-between;"> <div><u>CA</u></div> <div><small>City (no abbreviations)</small></div> <div><small>State</small></div> <div><small>Zip</small></div> </div> </div> </div>		
<small>If the agent listed above has resigned or cannot be found or served after reasonable attempts, the California Secretary of State will be appointed the agent for service of process for your LLC.</small>		
<b>LLC Addresses</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>④ a.</b> <u>1712 Pioneer Avenue, Suite 539, Cheyenne, WY 82001</u>  <small>Street Address of Principal Executive Office - Do not list a P.O. Box</small> </div> <div style="width: 85%;"> <div style="display: flex; justify-content: space-between;"> <div><u>CA</u></div> <div><small>City (no abbreviations)</small></div> <div><small>State</small></div> <div><small>Zip</small></div> </div> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>b.</b>  <small>Street Address of Principal Office in California, if any - Do not list a P.O. Box</small> </div> <div style="width: 85%;"> <div style="display: flex; justify-content: space-between;"> <div><u>CA</u></div> <div><small>City (no abbreviations)</small></div> <div><small>State</small></div> <div><small>Zip</small></div> </div> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <b>c.</b>  <small>Mailing Address of Principal Executive Office, if different from 4a or 4b</small> </div> <div style="width: 85%;"> <div style="display: flex; justify-content: space-between;"> <div><u>CA</u></div> <div><small>City (no abbreviations)</small></div> <div><small>State</small></div> <div><small>Zip</small></div> </div> </div> </div>		
<b>Read and sign below:</b> I am authorized to sign this document under the laws of the state, country or other place where this LLC was formed.		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">   <small>Sign here</small> </div> <div style="width: 30%; text-align: center;"> <u>Graham Norris</u>  <small>Print your name here</small> </div> <div style="width: 30%; text-align: center;"> <u>Manager</u>  <small>Your business title</small> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>Make check/money order payable to: Secretary of State</b>  <small>Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.</small> </div> <div style="width: 30%; text-align: center;"> <b>By Mail</b>          Secretary of State          Business Entities, P.O. Box 944228          Sacramento, CA 94244-2280       </div> <div style="width: 30%; text-align: center;"> <b>Drop-Off</b>          Secretary of State          1500 11th Street, 3rd Floor          Sacramento, CA 95814       </div> </div>		



**STATE OF WYOMING**  
**Office of the Secretary of State**

201701410044

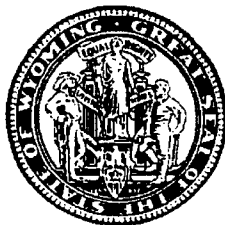
I, ED MURRAY, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

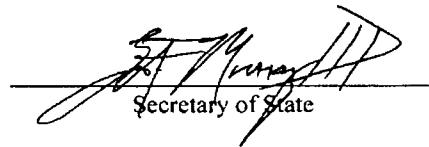
**Tower Equity, LLC**  
is a  
**Limited Liability Company**

formed or qualified under the laws of Wyoming did on **June 19, 2013**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2013-000645632**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 30th day of December, 2016 at 10:15 AM. This certificate is assigned 021798329.



  
Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website <http://wyobiz.wy.gov> and following the instructions displayed under Validate Certificate.

**STATE OF WYOMING • SECRETARY OF STATE  
EDWARD A. BUCHANAN  
BUSINESS DIVISION**

2020 Carey Avenue, Cheyenne, WY 82002-0020  
Phone 307-777-7311 • Fax 307-777-5339  
Website: <http://soswy.state.wy.us> • Email: [business@wyo.gov](mailto:business@wyo.gov)

**Filing Information**



Please note that this form CANNOT be submitted in place of your Annual Report.

<b>Name</b>	<b>Tower Equity, LLC</b>		
<b>Filing ID</b>	<b>2013-000645632</b>		
<b>Type</b>	<b>Limited Liability Company</b>	<b>Status</b>	<b>Active</b>

**General Information**

<b>Old Name</b>	<b>Grand Investments LLC</b>	<b>Sub Status</b>	<b>Current</b>
<b>Fictitious Name</b>		<b>Standing - Tax</b>	<b>Good</b>
		<b>Standing - RA</b>	<b>Good</b>
<b>Sub Type</b>		<b>Standing - Other</b>	<b>Good</b>
<b>Formed in</b>	<b>Wyoming</b>	<b>Filing Date</b>	<b>06/19/2013 2:46 PM</b>
<b>Term of Duration</b>	<b>Perpetual</b>	<b>Delayed Effective Date</b>	
		<b>Inactive Date</b>	

**Principal Address**

1712 Pioneer Ave Ste 539  
Cheyenne, WY 82001

**Mailing Address**

1712 Pioneer Ave Ste 539  
Cheyenne, WY 82001

**Registered Agent Address**

Corporate Agents, LLC  
1712 Pioneer Ave Ste 100  
Cheyenne, WY 82001

**Parties**

<b>Type</b>	<b>Name / Organization / Address</b>
<b>Organizer</b>	<b>Corporate Agents, LLC</b>

**Notes**

<b>Date</b>	<b>Recorded By</b>	<b>Note</b>
-------------	--------------------	-------------

**STATE OF WYOMING \* SECRETARY OF STATE  
EDWARD A. BUCHANAN  
BUSINESS DIVISION**

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <http://soswy.state.wy.us> · Email: [business@wyo.gov](mailto:business@wyo.gov)

**Global Amendment Summary**

**Global Amendment ID:** 19451

**Amendment Type:** RA Resignation

**Amendment Date:** 03/22/2019 1:21 PM

**Copy To Mailing:** N

**Copy To Principal:** N

**Affected Entities:** 1

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**Agent Name:** Corporate Agents, LLC

**Address:** 1712 Pioneer Ave Ste 100  
Cheyenne, WY 82001

Field Name	Changed From	Changed To
Registered Agent #	0187456	0000000
Registered Agent Email	info@wyomingcompany.com	No Value
Registered Agent Organization Name	Corporate Agents, LLC	No Agent
Registered Agent Phone	(307) 633-3500	No Value
Registered Agent Physical Address 1	1712 Pioneer Ave Ste 100	No Office
Registered Agent Physical City	Cheyenne	No Value
Registered Agent Physical County	Laramie	No Value
Registered Agent Physical Postal Code	82001	No Value



**Ed Murray**  
**Wyoming Secretary of State**  
2020 Carey Avenue, Suite 700  
Cheyenne, WY 82002-0020  
Ph. 307.777.7311  
Fax 307.777.5339  
Email: [Business@wyo.gov](mailto:Business@wyo.gov)

Ed Murray, WY Secretary of State  
FILED: 11/14/2016 10:38 AM  
Original ID: 2013-000645632  
Amendment ID: 2016-001976309

### Limited Liability Company Amendment to Articles of Organization

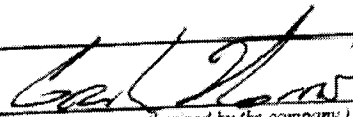
1. Name of the limited liability company:

Grand Investments, LLC

2. The date of filing its articles of organization: 6/9/2013

3. Article number(s) [ ] is amended as follows:

The name of the limited liability company is Tower Equity, LLC.

Signature:   
(Shall be executed by a person authorized by the company.)

Date: 11/01/2016  
(mm/dd/yyyy)

Print Name: Graham Norris

Contact Person: Graham Norris

Title: Manager

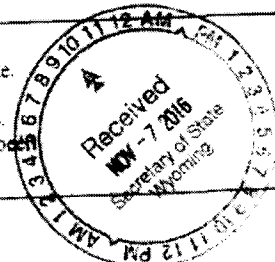
Daytime Phone Number: 801-932-1238

Email: [graham@norrislawyer.com](mailto:graham@norrislawyer.com)

(Email provided with receive annual report reminders and filing evidence)  
\*May list multiple email addresses

#### Checklist

- ☒ Filing Fee: \$50.00 Make check or money order payable to Wyoming Secretary of State.
- ☒ Please submit one **originally signed** document.
- ☒ Typical processing time is **3-5 business days** following the date of receipt in our office.
- ☒ Please review form prior to submitting to the Secretary of State to ensure all areas have been completed to avoid a delay in the processing of your documents.



LLC-Amendment - Revised October 2015

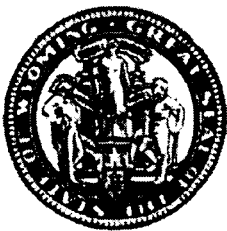
**STATE OF WYOMING**  
**Office of the Secretary of State**

I, ED MURRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

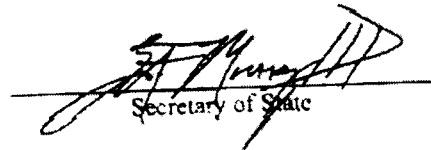
**CERTIFICATE OF NAME CHANGE**

Current Name: **Tower Equity, LLC**  
Old Name: **Grand Investments LLC**

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **14th** day of **November, 2016**



Filed Date: 11/14/2016

  
Secretary of State

By: Jordyn Gray



**Wyoming Secretary of State**  
 2020 Carey Avenue, Suite 700  
 Cheyenne, WY 82002-0020  
 Ph. 307.777.7311  
 Fax 307.777.5339  
 Email: [Business@wyo.gov](mailto:Business@wyo.gov)

**WY Secretary of State**  
 FILED: 03/22/2019 01:21 PM  
 Global Amendment ID: 19451  
 Affected Entities: 1

## Statement of Resignation of Registered Agent

1. This change affects every entity that I represent. ☐  
**OR**  
 This change affects only the entities on the attached list. ☒  
*(If attaching a list of business entities do not list more than 25 entities per filing.)*

2. I, Corporate Agents LLC, hereby resign my agency appointment as the registered agent for the entities listed on the attached list.

3. I hereby certify that notice of my resignation was sent on 01/10/2019 to an officer or controlling member of the business entities to its last known address thirty (30) days prior to the filing of this statement with the Wyoming Secretary of State.  
*(Date - mm/dd/yyyy)*

4. The resignation is effective immediately upon filing of this statement with the Wyoming Secretary of State.

5. If the registered office address is currently on file as the mailing and/or principal office address, a separate notice must be provided to change the mailing and/or principal office address to the last known address.

Signature: Lindsay Moore  
*(Shall be executed by a person authorized by the registered agent.)*

Date: 03/16/2019  
*(mm/dd/yyyy)*

Print Name: Lindsay Moore on behalf of Corporate Agents LLC  
*(Authorized Agent)*

Contact Person:

Title: Authorized Agent

Daytime Phone Number:

Email: tax@wyomingcompany.com

*(Email provided will receive filing notification.)*  
*\*May list multiple email addresses*

### Checklist

- ☐ No Filing Fee
- ☐ Please submit one originally signed document.
- ☐ Please review form prior to submitting to the Secretary of State to ensure all areas have been completed to avoid a delay in the processing of your documents.

# ATTACHMENT D

Officers of TMTE, Inc. (f/k/a) Chase Metals

Information responsive to CFTC Subpoena Request No. 2

The officers of TMTE, Inc. (f/k/a) Chase Metals are Lucas Asher and Simon Batashvili.

There is no board of directors for TMTE, Inc.

The equity in TMTE, Inc. is owned by Prometheus Laboratories Int. Corp.

Information responsive to CFTC Subpoena Request No. 4

433 N. Camden Dr., Suite 970  
Beverly Hills, CA 90210  
1-800-463-1326

Information responsive to CFTC Subpoena Request No. 12

The banking institutions that TMTE, Inc. (and predecessors) have used for corporate accounts since January 1, 2016 are Bank of America and OneWest Bank.

Information responsive to CFTC Subpoena Request No. 18

Delaware Depository Services (DDSC)  
Brinks Salt Lake City  
Brinks Los Angeles  
Dakota Depository  
International Depository Services (Texas and Delaware)



# **ATTACHMENT E**

**One West Account \*9387  
Account Documents**

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Subpoena Duces Tecum

re:

Chase Metals a/k/a Metals.com  
(Matter No. A8343)

Declaration of Custodian of Records

I, Astrid Valle, declare and certify as follows:

1. I am employed by OneWest Bank, a division of CIT Bank, N.A., as Director, Banking Operations, of OneWest Bank, a division of CIT Bank, N.A. ("CIT"). This declaration is offered in response to the above-described Subpoena Duces Tecum ("Subpoena") received at OneWest Bank, a division of CIT Bank, N.A. on or about January 10, 2020. I make this declaration based upon my own personal knowledge, and if called upon to testify as to the contents hereof, I could and would competently do so.

2. In my capacity as Director, Banking Operations, I serve as the custodian of certain records for CIT. I oversee and am responsible for the maintenance of consumer banking records for CIT, including the records sought by the Subpoena.

---

Declaration of Custodian of Records

1           3.     I hereby certify that I have caused to be made a search of the files and  
2 records of CIT, in order to identify all records and materials responsive to the  
3 Subpoena, and in order to produce such records in compliance with the Subpoena.

4           4.     Attached hereto is a copy of the documents and materials which have been  
5 identified within CIT's records as being responsive to the Subpoena. I certify that the  
6 documents and materials accompanying this response are, to the best of my knowledge  
7 and belief, all of the documents fitting the description of documents called for in the  
8 Subpoena which are in the possession, custody and control of CIT.

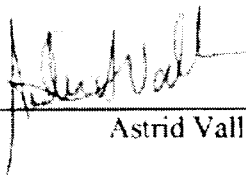
9           5.     The documents attached hereto and produced herewith are true and accurate  
10 copies of the records sought by the Subpoena which I understand were made at or near the  
11 time of the acts, events, conditions or opinions recited therein by or from information  
12 transmitted by a person with knowledge thereof; and were and are made and kept in the  
13 course of a regularly conducted activity as a regular practice.

14           6.     The original documents responsive to the Subpoena are maintained by CIT.

15           7.     The records are being delivered to the requesting party in a fashion  
16 consistent with California Code of Civil Procedure § 2020(d).

17                 I declare under penalty of perjury under the laws of the State of California  
18 that the foregoing is true and correct.

19                 This declaration was executed this 21 day of January, 2020 in  
20 Los Angeles County, California.

21  
22   
23 \_\_\_\_\_  
24 Astrid Valle  
25  
26  
27  
28

**Business Signature Card**

Supersession Card Dated: 09/28/2016

**Account Ownership**

☐ Sole Proprietorship ☐ Single Member LLC  
Name of sole owner or member:  
(provide the U.S. TIN of sole owner or member within the box below)

☒ Limited Liability Company (Tax Classification C, S or P: C )

☐ General Partnership ☐ Corporation  
☐ Limited Liability Partnership ☐ Unincorporated Association  
☐ Limited Partnership ☐ As Fiduciary

Primary Business Type: Other Services

Today's Date: 08/03/2017

☒ Permanent Signature Card ☐ Temporary Card  
Legal Title of Entity & Address (Sole owner or member, if applicable)

Chase Metals, LLC

1712 Pioneer Ave Suite 2145  
Cheyenne WY 82001-4406

Mailing Address:  
11360 Waterford St

Los Angeles CA 90049-3437

Business Phone Number: [REDACTED]  
Business Fax: [REDACTED]

**TAX IDENTIFICATION NUMBER (TIN) CERTIFICATION**

Tax Identification Number: [REDACTED]

Under penalty of perjury, I certify:

1. TAXPAYER I.D. NUMBER - The number shown on this form is my correct taxpayer identification number.
2. BACKUP WITHHOLDING - I am not subject to backup withholding either because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other person.
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Note: Item "4" does not apply for accounts opened at OneWest Bank, a division of CIT Bank, N.A.)

**Certification Instructions:** You must cross out item "2" if the Internal Revenue Service has notified you that you are subject to backup withholding as a result of a failure to report all interest dividends. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Authorized Signer: [Signature] Date: 8/3/17  
Simon Batashvili  
Printed Name Title

**Accounts**

Number of Signatures Required for Withdrawal: 1

Account Number(s)	Date	Product ID
[REDACTED] 3367	07/05/2016	72

Facsimile Signature(s) Allowed ☐ Yes ☒ No

If Yes, Attach Facsimile Signature Agreement Authorization

**Authorized Signers**

By signing this agreement, you confirm that you have received and agree to comply with the terms and conditions specified in the Account disclosures for Business Accounts issued by OneWest Bank a division of CIT Bank, N.A. You also agree that the business authorization on this form has been completed properly.

**Customer Identification Notice:** The USA PATRIOT Act, a federal law, requires all financial institutions to obtain sufficient information to verify your identity when creating a new banking relationship. You may be asked several questions including your name, address and date of birth, and to provide one or more forms of identification to fulfill this requirement. In some instances, we may require other identifying document and/or use a third party information provider for verification purposes.

(1)	X	[Signature]	Authorized Signer	[REDACTED]	Janashvili	B9766586	[REDACTED] 79	TBILISI
		Simon Batashvili	Name/Title	SSN/Tax-ID	MMN	Primary Id	Birth Date	Birth Place
(2)	X	[Signature]	Authorized Signer	[REDACTED]	Janashvili	B7397011	[REDACTED] 80	TBILISI
		Perez Batashvili	Name/Title	SSN/Tax-ID	MMN	Primary Id	Birth Date	Birth Place
(3)	X	[Signature]	Authorized Signer	[REDACTED]	O'Sullivan	A2407691	[REDACTED] 70	TORONTO
		Fainche J MacCarthy	Name/Title	SSN/Tax-ID	MMN	Primary Id	Birth Date	Birth Place
(4)	X	[Signature]	Authorized Signer	[REDACTED]				
			Name/Title	SSN/Tax-ID	MMN	Primary Id	Birth Date	Birth Place

**Bank Use Only**

Employee Name: [REDACTED] Initials: [REDACTED]

Opened By: Luci Jingorian

Approved By: [Signature]

Business Signature Card

Rev: 08/07/2017

# **ATTACHMENT F**

**Bank of America Account \*4024  
Account Documents**

**Bank of America**  
BANK OF AMERICA, N.A. (THE "BANK")

**Business Signature Card  
with Substitute Form W-9**

Account Number:                     4024                     Bank Number: 318

Account Type: ☒ Checking (DDA) ☐ Savings (SAV) ☐ Certificate of Deposit (CD)

Account Title:  
CHASE METALS, INC.

**Legal Designation:**

- ☐ Individual/Sole Proprietor ☐ Trust/Estate ☐ Unincorporated Association ☒ C Corporation ☐ S Corporation  
☐ Partnership (Enter the type of partnership: General, L.P., LLP or LLLP) \_\_\_\_\_  
☐ Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership or M=Single Member Sole Proprietor) \_\_\_\_\_  
☐ Other (Defined in W-9 instructions) \_\_\_\_\_

Social Security Number \_\_\_\_\_ (or) Employer Identification Number                     

By signing below, I/we acknowledge and agree that this account is and will be governed by the terms and conditions set forth in the account opening documents for my/our account, as they are amended from time to time. The account opening documents include the Deposit Agreement and Disclosures and the Business Schedule of Fees. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we acknowledge and agree that the signature(s) will serve as verification for any transactions in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported. The Deposit Agreement includes a provision for alternative dispute resolution.

- ☐ Nonresident Alien Status (if applicable) If the beneficial owner of this account is a foreign person, check here, and complete and sign the applicable Form(s) W-8.

**Substitute Form W-9. Certification** - Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person (Defined in the W-9 instructions) and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (Please refer to the IRS instructions for Form W-9).

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

Exemptions (codes apply only to certain entities, not individuals; see instructions the IRS instructions for Form W-9):

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (typed or printed)	Title (if applicable)	Signature	Date
<u>SIMON DATASHVILI</u>	<u>President/secretary</u>	<u>[Signature]</u>	<u>10-31-17</u>
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____

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Account Number: 4024

☐ Signature Card Addendum on File

**ATM/Deposit/Debit Card Request**

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Debit Cards, I (as authorized by the resolutions and/or court documents and/or other agreements which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

Authorized Signer 

President/Secretary

## Review Information

**Customer 1:**

Name SIMON BATASHVILI

ID Type: US Drivers License w/ ID#: [REDACTED] ID Issuer: California Iss. Date: [REDACTED] Exp. Date: 08/2021  
ID Type: Major Finl Credit Card ID#: 2019 ID Issuer: NA Iss. Date: NA Exp. Date: 09/2022

**Customer 2:**

Name \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Customer 3:**

Name \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Customer 4:**

Name \_\_\_\_\_

ID Type: \_\_\_\_\_ ID# \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Customer 5:**

Name \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type:	ID#:	ID Issuer:	Iss. Date:	Exp. Date:
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### Bank Information

Date 10/31/2017

Financial Center Name LAKE COLORADO

Employee's Name **Jovena Mondia**

Employee's Phone Number 626-463-6267

NCA

00-14.9297M 11-2016



04/Dec/2017 10:45:45 AM

Bank of America 628-463-8280

5/8

**Bank of America**  
BANK OF AMERICA, N.A. (THE "BANK")

Business Signature Card  
with Substitute Form W-9

Account Number: 4024 Bank Number: 318

Account Type: ☒ Checking (DDA) ☐ Savings (SAV) ☐ Certificate of Deposit (CD)

Account Title:

CHASE METALS, INC.

**Legal Designation:**

- ☐ Individual/Sole Proprietor ☐ Trust/Estate ☐ Unincorporated Association ☒ C Corporation ☐ S Corporation  
☐ Partnership (Enter the type of partnership: General, LP, LLP or LLLP)  
☐ Limited Liability Company (Enter tax classification: C-C Corporation, S-S Corporation, P-Partnership or M-Single Member Sole Proprietor)  
☐ Other (Defined in W-9 Instructions)

Social Security Number \_\_\_\_\_ (or) Employer Identification Number \_\_\_\_\_

By signing below, I/we acknowledge and agree that this account is and will be governed by the terms and conditions set forth in the account opening documents for my/our account, as they are amended from time to time. The account opening documents include the Deposit Agreement and Disclosures and the Business Schedule of Fees. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we acknowledge and agree that the signature(s) will serve as verification for any transactions in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported. The Deposit Agreement includes a provision for alternative dispute resolution.

☐ Nonresident Alien Status (if applicable) If the beneficial owner of this account is a foreign person, check here, and complete and sign the applicable Form(s) W-8.

Substitute Form W-9. Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person (Defined in the W-9 Instructions) and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (Please refer to the IRS instructions for Form W-9).

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

Exemptions (codes apply only to certain entities, not individuals; see Instructions the IRS instructions for Form W-9):

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

	Name (typed or printed)	Title (if applicable)	Signature	Date
1	SIMON BATASHVILI	PRESIDENT / SECRETARY		12/4/2017
2	FANCHIE JEAN MACLARTHV	SIGNOR		12/4/2017
3				
4				
5				

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04/Dec/2017 10:45:45 AM

**Bank of America 628-463-6260**

6/8

Account Number: 4024

☐ Signature Card Addendum on File

### ATM/Deposit/Debit Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Debit Cards, I (as authorized by the resolutions and/or court documents and/or other agreements which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

**Authorized Signer**

**Title**

### Review Information

**Customer 1:**

Name SIMON BATASHVILI

ID Type: US DRIVERS LICENSE ID#: [REDACTED] ID Issuer: CALIFORNIA Iss. Date: [REDACTED] Exp. Date: 8/2021

ID Type: NATOR FIN 2 CARD ID#: 2019 ID Issuer: AMEX Iss. Date: N/A Exp. Date: 9/2022

**Customer 2:**

Name FAINCHE JEAN MCCARTHY

ID Type: AS DRIVERS LICENSE ID#: [REDACTED] ID Issued: CALIFORNIA Iss. Date: [REDACTED] Exp. Date: 8/2018

ID Type: MAILED PINE CARD ID#: 4003 ID Issuer: AMEX Iss. Date: NA Exp. Date: 8/10/22

**Customer 3:**

Name \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Customer 4:**

Name \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Customer 5:**

227

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_ ID Issuer: \_\_\_\_\_ Iss. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

### Bank Information

Date 12/04/2017

Financial Credit Name	LAKS COLORADO
-----------------------	---------------

**Employer's Name** Jovene Mendis

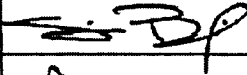

**Kendrew's Phone Number** 626-463-6267


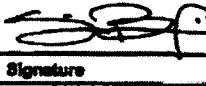
**NCA**

05-14-0297M 11-2016





Page 2 of 2

<b>Bank of America</b> <b>Merrill Lynch</b>		<b>Deposit Account Documentation</b> <b>Signature Card</b>		
<b>I. ACCOUNT INFORMATION</b>				
Select One:	<input type="checkbox"/> Update (Add/Delete) Signers (existing accounts only)	<input checked="" type="checkbox"/> Replace Existing Signature Card with this card	<input type="checkbox"/> New Account	
Account #: 90024 (If new account, Bank will complete)				
Primary Purpose of Account: <input checked="" type="checkbox"/> General Business Operations (payables, receivables, payroll, taxes) <input type="checkbox"/> Money Services Business** <input type="checkbox"/> Casinos or Gaming** **Additional information may be required prior to opening an account.				
Account Holder Legal Name: (Must match exact name on Formation Documents)			TMTE Inc	
			State of Formation: WY	
<input type="checkbox"/> Owner Business Name of Disregarded Entity: (Must match 1 <sup>st</sup> line of W9)				
<input type="checkbox"/> Third Party/Funds Owner: (If applicable, W-9W-9 required from Third Party/Funds Owner)				
<input checked="" type="checkbox"/> DBA Name: (Must provide copy of fictitious filing)				
Metals.com				
Optional Descriptive Account Title:				
Statement Address: 321 Dalehurst Ave				
City: Los Angeles		State: CA	Country: USA	Postal Code: 90024
<b>II. BUSINESS TYPE</b>				
<b>Business Type</b>				
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Unincorporated Organization/Association <input type="checkbox"/> Government Authority Agency <input type="checkbox"/> Other				
<input type="checkbox"/> Limited Liability Company-Manager Managed <input type="checkbox"/> Limited Liability Company-Member Managed <input type="checkbox"/> Limited Liability Company-Sole Member				
<b>III. Designated Accounts Signers</b>				
Add or Delete	Printed Name	Title (If signer also on Banking Resolution, Title Must Match)	Signature	Signer Linked to Check Signing ONLY
Add	Simon Belashvili	CEO		<input type="checkbox"/>
Add	Fairche Jean MacCarthy	Signor		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Account # 0000010180024		DEPOSIT ACCOUNT DOCUMENTATION-SIGNATURE CARD	
IV. CUSTOMER ACKNOWLEDGEMENT & AGREEMENT			
<p>You begin or continue a deposit account relationship with us by giving us information about your business and by signing this Agreement. The deposit agreement we give you is part of your agreement with us regarding use of your account and tells you the current terms governing your account. We may change the deposit agreement at any time and will inform you of changes that affect your rights and obligations. By signing below, you acknowledge receipt of the deposit agreement. The deposit agreement includes a provision for alternative dispute resolution.</p> <p>By signing below, you certify that all information you may have previously provided to us regarding the beneficial ownership of your Organization is, to the best of your knowledge, complete and correct, and to the extent it is not, you are now providing us with updated information as required by law.</p> <p>By signing below, you authorize each person who has signed in the Designated Account Signer section on page one, to operate any account opened under this signature card now or in the future. This authority to operate an account includes: authority to sign checks and other items and to give us other instructions, including by electronic signatures, electronic record or other electronic form, to withdraw funds; to endorse and deposit checks and other items payable to or belonging to you to the account; and to transact other administrative business, including by electronic signatures, electronic record or other electronic form relating to the account, including closing the account. If you wish to restrict a designated signer's authority to check signing you must indicate that by checking the box to the right of their name. We may rely on this authorization for any account opened under this signature card until we receive written notice revoking the authorization at the office where we maintain the account, and we have a reasonable time to act upon such notice. By signing below, this authorization agrees to be bound to the above Agreement and Authorization.</p> <p>For CA Public Funds only: Any person signing this Agreement for the Organization certifies that they are duly authorized to do so as evidenced by attached banking resolution/contract for deposit of money or existing banking resolution/contract for deposit of money on file with us.</p>			
V. Consent to Electronic Delivery of Account Material			
<p>By signing below, you consent to have documentation regarding your accounts and services delivered through electronic delivery such as secure e-mail or our digital banking portal. Information delivered electronically may include sensitive information about your accounts and services, disclosures and terms governing your accounts and services, and information that could facilitate unauthorized transactions against your accounts. As such, you must ensure that the e-mail address that you choose below is secure and accessible by each of your designated account signers, but only by those individuals. Additionally, you should check this e-mail address as important notices may be transmitted periodically. If you would like physical copies of documentation, please contact your service representative.</p>			
Simon Batashvili	CEO		11/16/18
Printed Name	Title (Copying information must be authorized on Banking Resolution. Title MUST match)	Signature	Date
E-mail Address for electronic delivery (Required for new account opening):		Simon@metals.com	
VI. SUBSTITUTE FORM W-9 / CERTIFICATION (If foreign entity, W-9 required. Section VI leave blank.)			
1. Name (as shown on your income tax return) do not leave this line blank.		TMTE Inc	
2. Business name/disregarded entity name, if different from above			
3. <input checked="" type="checkbox"/> Employer Identification Number			
<input type="checkbox"/> Social Security Number			
4. Federal Tax Classification; check only ONE of the following seven boxes			
<input type="checkbox"/> Individual / sole proprietorship or single member LLC		<input checked="" type="checkbox"/> C Corporation	
<input type="checkbox"/> S Corporation		<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate		<input type="checkbox"/> Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=partnership)	
<p>Exemptions (Codes apply only to certain entities, not individuals)</p> <p>Exempt person code (if any)</p>			
<p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. Federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p>		<p>Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)</p>	
<input type="checkbox"/> Other (see instructions from IRS)			
<p>Under penalties of perjury, I certify that: 1) the employer identification number or social security number shown on this form for this account holder is correct (or the account holder is waiting for a number to be issued); and 2) the account holder is not subject to backup withholding because: (a) the account holder is exempt from backup withholding, or (b) the account holder has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the account holder that it is no longer subject to backup withholding; and 3) the account holder is a United States person (defined below); and 4) the FATCA code(s) entered on this form (if any) indicating that the organization is exempt from FATCA reporting is correct.</p> <p>Certification Instructions: Check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.</p> <p>* If the organization listed above is a foreign entity use the applicable IRS Form W-9 (for additional information please see IRS instructions). The term "United States person" means a citizen or resident of the United States; a partnership created or organized in the United States or under the laws of the United States or of any State; a corporation created or organized in the United States or under the laws of the United States; or of any state or any estate or trust other than a foreign estate or foreign trust.</p>			
By signing below, the account holder agrees to be bound by the above Tax Information Certification.			
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
Simon Batashvili	CEO		11/16/18
Printed Name	Title	Signature	Date

[illegible]

<b>Bank of America</b> <b>Merrill Lynch</b>		<b>Deposit Account Documentation</b> <b>Signature Card</b>		
ACCOUNT INFORMATION				
Select One:	<input checked="" type="checkbox"/> Update (Add/Delete) Signers (existing accounts only)	<input type="checkbox"/> Replace Existing Signature Card with this card	<input type="checkbox"/> New Account	
Account #: (if new account, Bank will complete)	4024			
<b>Primary Purpose of Account:</b> "Does not apply to Certificate of Deposit" <input checked="" type="checkbox"/> General Business Operations (payroll, receivables, payroll, taxes) <input type="checkbox"/> Money Services Business** <input type="checkbox"/> Casinos or Gaming**				
**Additional information may be required prior to opening an account.				
<b>Account Holder Legal Name:</b> (Must match exact name on Formation Documents)			<b>State of Formation:</b> WY	
<input type="checkbox"/> Owner Business Name of Disregarded Entity: (Must match 1 <sup>st</sup> line of VAB)				
<input type="checkbox"/> Third Party/Fund Owner: (If applicable, W-9/W-8 required from Third Party/Fund Owner)				
<input checked="" type="checkbox"/> DBA Name: (Must provide copy of fictitious filing)         Metals.com				
Optional Descriptive Account Title:				
Statement Address: 321 Dalehurst Ave				
City: Los Angeles	State: CA	Country: USA	Postal Code: 90024	
BUSINESS TYPE				
Business Type				
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership				
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Unincorporated Organization Association				
<input type="checkbox"/> Government Authority Agency <input type="checkbox"/> Other				
<input type="checkbox"/> Limited Liability Company-Manager Managed <input type="checkbox"/> Limited Liability Company-Member Managed <input type="checkbox"/> Limited Liability Company-Sole Member				
SIGNATURE CARD				
Add or Delete	Printed Name	Title (If signer also on Banking Resolution, Title Must Match)	Signature	Signer Limited to Check Signing ONLY
Add	Perez Balashvili	Signer	P. Balashvili	☐
				☐
				☐
				☐

Account # [REDACTED]		DEPOSIT ACCOUNT DOCUMENTATION-SIGNATURE CARD	
<b>IMPORTANT: READ THE ENTIRE AGREEMENT</b> You begin or continue a deposit account relationship with us by giving us information about your business and by signing this Agreement. The deposit agreement we give you is part of your agreement with us regarding use of your account and tells you the current laws governing your account. We may change the deposit agreement at any time and will inform you of changes that affect your rights and obligations. By signing below, you acknowledge receipt of the deposit agreement. The deposit agreement includes a provision for alternative dispute resolution. By signing below, you certify that all information you may have previously provided to us regarding the beneficial ownership of your Organization is, to the best of your knowledge, complete and correct, and to the extent it is not, you are now providing us with updated information as required by law. By signing below, you authorize each person who has signed in the Designated Account Signer section on page one, to operate any account opened under this signature card now or in the future. This authority to operate an account includes: authority to sign checks and other items and to give us other instructions, including by electronic signature, electronic record or other electronic form, to withdraw funds; to endorse and deposit checks and other items payable to or belonging to you to the account; and to transmit other administrative business, including by electronic signature, electronic record or other electronic form relating to the account, including closing the account. If you wish to restrict a designated signer's authority to check signing you must indicate that by checking the box to the right of their name. We may rely on this authorization for any account opened under this signature card until we receive written notice revoking the authorization at the office where we maintain the account, and we have a reasonable time to act upon such notice. By signing below, this authorization notice is to be bound to the above Agreement and Authorization. For CA Public Funds only: Any person signing this Agreement for the Organization certifies that they are duly authorized to do so as evidenced by attached banking card authorization for deposit of money or existing banking relationship for deposit of money on file with us.			
<b>Consent to Electronic Delivery of Account Material</b> By signing below, you consent to have documentation regarding your accounts and services delivered through electronic delivery such as secure e-mail or our digital banking portal. Information delivered electronically may include sensitive information about your accounts and services, disclosures and terms governing your accounts and services, and information that could facilitate unauthorized transactions against your accounts. As such, you must ensure that the e-mail address that you choose below is secure and accessible by each of your designated account signers, but only by those individuals. Additionally, you should check this e-mail address as important notices may be transmitted periodically. If you would like physical copies of documentation, please contact your service representative.			
Simon Batashvili	CEO		2/11/15
E-mail address for electronic delivery (required for new account opening):			
<b>VI. SUBSTITUTE FORM W-9 / CERTIFICATION (If foreign entity, W-9 required. Section VI leave blank.)</b>			
1. Name (as shown on your income tax return) do not leave this line blank.		TMTE Inc	
2. Business name/disregarded entity name, if different from above			
3. <input checked="" type="checkbox"/> Employer Identification Number		[REDACTED]	
<input type="checkbox"/> Social Security Number			
4. Federal Tax Classification; check only ONE of the following seven boxes			
<input type="checkbox"/> Individual/sole proprietorship or single member LLC		<input checked="" type="checkbox"/> C Corporation	
<input type="checkbox"/> S Corporation		<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate		Exemptions (Codes apply only to certain entities, not individuals)	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C-corporation, S-S corporation, P-partnership)		Exempt payee code (if any)	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
<input type="checkbox"/> Other (see instructions from IRS)			
Under penalties of perjury, I certify that: 1) the employer identification number or social security number shown on this form for this account holder is correct for the account holder in writing for a number to be issued; and 2) the account holder is not subject to backup withholding because: (a) the account holder is exempt from backup withholding, or (b) the account holder has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the account holder that it is no longer subject to backup withholding; and 3) the account holder is a United States person (defined below); and 4) The FATCA code(s) entered on this form (if any) indicating that the organization is exempt from FATCA reporting is correct.			
Certification Instructions: Check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.			
* If the organization listed above is a foreign entity use the applicable IRS Form W-9 (for additional information please see IRS instructions). The term "United States person" means a citizen or resident of the United States; a partnership created or organized in the United States or under the laws of the United States or of any State; a corporation created or organized in the United States or under the laws of the United States; or of any state or any estate or trust other than a foreign estate or foreign trust.			
By signing below, the account holder agrees to be bound by the above Tax Information Certification.			
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
Simon Batashvili	CEO		2/11/15

[illegible]



Bank of America Legal Order Processing  
 Regarding reference number: D011620000439  
 Court case number: A8343  
 Court or issuer: COMMODITY FUTURES TRADING COMMISSION  
 Court case name: TMTE

**AFFIDAVIT OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS**

Before me, the undersigned authority, personally appeared,  
 Heather Rothwell  
 Who, being duly sworn by me, deposes and says as follows:

- 1.) **Authority.** I, Heather Rothwell, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this affidavit and certify to the authenticity and accuracy of the records produced with this affidavit.
- 2.) **Records.** The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:
- a.) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
  - b.) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and
  - c.) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

**Additional Comments:**

Account title:	Account number ending in:	Document type:	Timeframe:
TMTE INC.	2547	Statement Pages	05/2018 - 01/2020
TMTE INC DBA METALS.COM	4024	Debits, Statement Pages, Signature Cards, Cashier's Checks, CTR, Wires, IP Address, Deposits	10/2017 - 01/2020

Some documents have been produced electronically.

3.) **Production.**

☒ The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

☐ A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

4.) I declare under penalty of perjury that the foregoing is true and correct.

Date: 2/14/2020 Signature: [Signature]

The above named Bank of America N.A. bank officer and/or custodian of records is known to me (or satisfactorily proven) to be the person who subscribed the within document and acknowledged to me that he/she executed the same for the purposes stated there in.

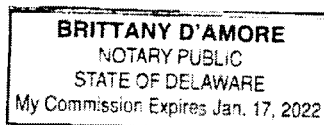
☒ Signer is personally known to me.

☐ Signer has produced the following identification: \_\_\_\_\_

Sworn to and subscribed before me this 14 day of February 2020. In witness thereof I have set my hand and official seal.

[Signature]  
 Signature of Notary Public in and for  
 State of Delaware  
 City/County of Newark, New Castle

FEB19 20 2:33PM





# **ATTACHMENT G**

## **Investor Deposits to Defendant Metals Bank Accounts**

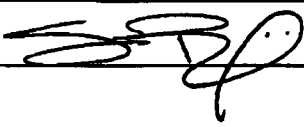
## Attachment G

**Monthly Deposits into Metals Bank Accounts  
By SDIRA and Cash Customers**




<u>Account Name</u>	<u>Bank</u>	<u>Month</u>	<u>SDIRA Customers</u>	<u>Cash Customers</u>	<u>Total customers</u>
Chase Metals	One West	Sep-17	\$2,496,933.00	\$471,000.00	\$2,967,933.00
Chase Metals	One West	Oct-17	\$3,316,106.00	\$375,200.00	\$3,691,306.00
Chase Metals	One West	Nov-17	\$0.00	\$0.00	\$0.00
Metals.com	BofA 4024	Nov-17	\$1,661,174.00	\$545,795.00	\$2,206,969.00
Metals.com	BofA 4024	Dec-17	\$3,031,265.00	\$1,070,200.00	\$4,101,465.00
Metals.com	BofA 4024	Jan-18	\$2,095,692.00	\$1,689,498.00	\$3,785,190.00
Metals.com	BofA 4024	Feb-18	\$4,325,851.00	\$1,887,776.48	\$6,213,627.48
Metals.com	BofA 4024	Mar-18	\$4,216,523.00	\$2,364,752.00	\$6,581,275.00
Metals.com	BofA 4024	Apr-18	\$4,820,028.00	\$2,810,216.00	\$7,630,244.00
Metals.com	BofA 4024	May-18	\$4,189,575.00	\$1,484,948.00	\$5,674,523.00
Metals.com	BofA 4024	Jun-18	\$4,608,151.00	\$1,056,245.00	\$5,664,396.00
Metals.com	BofA 4024	Jul-18	\$6,280,215.00	\$650,042.00	\$6,930,257.00
Metals.com	BofA 4024	Aug-18	\$5,557,312.00	\$1,199,313.15	\$6,756,625.15
Metals.com	BofA 4024	Sep-18	\$6,003,964.91	\$1,207,921.87	\$7,211,886.78
Metals.com	BofA 4024	Oct-18	\$5,597,693.39	\$1,950,455.00	\$7,548,148.39
Metals.com	BofA 4024	Nov-18	\$7,898,435.00	\$1,221,500.00	\$9,119,935.00
Metals.com	BofA 4024	Dec-18	\$7,170,864.60	\$2,262,793.44	\$9,433,658.04
Metals.com	BofA 4024	Jan-19	\$6,589,755.24	\$2,864,267.41	\$9,454,022.65
Metals.com	BofA 4024	Feb-19	\$8,491,191.43	\$1,527,550.00	\$10,018,741.43
Metals.com	BofA 4024	Mar-19	\$7,849,313.07	\$2,894,146.00	\$10,743,459.07
Metals.com	BofA 4024	Apr-19	\$8,862,911.87	\$1,214,460.05	\$10,077,371.92
Metals.com	BofA 4024	May-19	\$0.00	\$346,438.20	\$346,438.20
Metals.com	BofA 4024	Jun-19	\$2,785,523.26	\$524,033.20	\$3,309,556.46
Metals.com	BofA 4024	Jul-19	\$2,773,891.97	\$515,540.71	\$3,289,432.68
Metals.com	BofA 4024	Aug-19	\$5,266,402.37	\$2,256,355.36	\$7,522,757.73
Metals.com	BofA 4024	Sep-19	\$3,226,917.21	\$1,676,446.59	\$4,903,363.80
Metals.com	BofA 4024	Oct-19	\$3,372,433.78	\$1,173,487.35	\$4,545,921.13
Metals.com	BofA 4024	Nov-19	\$2,513,227.78	\$745,087.05	\$3,258,314.83
Metals.com	BofA 4024	Dec-19	\$1,338,388.12	\$328,000.00	\$1,666,388.12
Metals.com	BofA 4024	Jan-20	\$797,651.11	\$13,496.00	\$811,147.11
Metals.com	BofA 4024	Feb-20	\$174,675.35	\$0.00	\$174,675.35
Metals.com	BofA 4024	Mar-20	\$89,259.63	\$161,296.01	\$250,555.64
			\$127,401,325.09	\$38,488,259.87	\$165,889,584.96

# **ATTACHMENT H**

**Bank of America Account \*6672  
Account Documents**

<b>Bank of America</b> <b>Merrill Lynch</b>	<b>Deposit Account Documentation</b> <b>Signature Card</b>	
I. Account Information		
Select One:	<input type="checkbox"/> Replace all Existing Signature Card and Amendment to Signature Card with this card <span style="float: right;"><input checked="" type="checkbox"/> New Account</span>	
Account #: <span style="background-color: black; color: black;">[REDACTED]</span> 6672 <small>(If new account, Bank will complete)</small>		
Primary Purpose of Account: <small>*Does not apply to Certificates of Deposit</small>		
<input checked="" type="checkbox"/> General Business Operations (payables, receivables, payroll, taxes) <span style="margin: 0 20px;"><input type="checkbox"/> Money Services Business**</span> <span style="margin: 0 20px;"><input type="checkbox"/> Casinos or Gaming**</span>		
<small>**Additional information may be required prior to opening an account.</small>		
Account Holder Legal Name: <b>Barrick Capital Inc</b> <small>(Must match exact name on Formation Documents)</small>	State of Formation: <b>DE</b>	
<input type="checkbox"/> Owner Business Name of Disregarded Entity: <small>(Must match 1<sup>st</sup> line of W9)</small>		
<input type="checkbox"/> Third Party/Funds Owner: <small>(If applicable, W-9W-9 required from Third Party/Funds Owner)</small>		
<input type="checkbox"/> DBA Name: <small>(Must provide copy of fictitious filing)</small>		
Optional Descriptive Account Title:		
Statement Address: <b>8383 Wilshire Blvd Suite 700</b>		
City: <b>Beverly Hills</b>	State: <b>CA</b>	
Country: <b>USA</b>	Postal Code: <b>90211</b>	
II. Business Type		
<input checked="" type="checkbox"/> Corporation <span style="margin-left: 20px;"><input type="checkbox"/> Sole Proprietorship</span> <span style="margin-left: 20px;"><input type="checkbox"/> Joint Venture</span> <span style="margin-left: 20px;"><input type="checkbox"/> Limited Liability Partnership</span>		
<input type="checkbox"/> General Partnership <span style="margin-left: 20px;"><input type="checkbox"/> Limited Partnership</span> <span style="margin-left: 20px;"><input type="checkbox"/> Unincorporated Organization Association</span>		
<input type="checkbox"/> Government Authority Agency <span style="margin-left: 20px;"><input type="checkbox"/> Other <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span></span>		
<input type="checkbox"/> Limited Liability Company-Manager Managed <span style="margin-left: 20px;"><input type="checkbox"/> Limited Liability Company-Member Managed</span> <span style="margin-left: 20px;"><input type="checkbox"/> Limited Liability Company-Sole Member</span>		
III. Designated Accounts Signers		
Printed Name	Signature	Signer Limited to Check Signing ONLY*
Simon Batashvili		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
<small>*If you want a signer to have only check signing authority, you must check the box opposite the signer's name. If box is not checked, a signer will have all authority of a regular designated signer</small>		

6672

Account Information		DEPOSIT ACCOUNT DOCUMENT (THEN SIGNATURE CARD)	
<p><b>Depository Institution Agreement</b></p> <p>You begin or continue a deposit account relationship with us by giving us information about your business and by signing this Signature Card. By signing below, you agree to be bound by the terms of the Deposit Account Agreement, this Signature Card and any Amendment to this Signature Card you give us. You authorize each person who has signed in the Designated Account Signer section herein, to operate any account opened under the Signature Card now or in the future. The Deposit Account Agreement we give you is part of your agreement with us regarding the use of your account and it tells you the current terms governing your account. We may change the Deposit Account Agreement at any time and we will inform you of changes that affect your rights and obligations. The Deposit Account Agreement includes a provision for alternative dispute resolution. You certify that all information you may have previously provided to us regarding the beneficial ownership of your organization is, to the best of your knowledge, complete and correct, and to the extent it is not, you are now providing us with updated information as required by law. The authority to operate an account includes authority to: sign checks and other items; give us other instructions, including any form of payment instruction; withdraw funds; deposit items payable to or belonging to you; bind the business in all transactions related to the account now and in the future; and transact other administrative business (including by electronic means) relating to the account such as closing the account. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed by any one of the persons authorized to sign on the account and we will have no liability to you if we do this. If you wish to restrict a designated signer's authority to check signing you must indicate that by checking the appropriate box to the right of their name. We may rely on this authorization for any account opened under this Signature Card until we receive written notice revoking the authorization at the office where we maintain the account, and we have a reasonable time to act upon such notice. You may add or delete authorized signers for this account by submitting an Amendment to this Signature Card at any time. You agree that we will have a reasonable period of time to act upon any such amendment.</p> <p><b>For CA Public Funds only:</b> Any person signing this Agreement for the Organization certifies that they are duly authorized to do so as evidenced by attached banking resolution/contract for deposit of monies or existing banking resolution/contract for deposit of monies on file with us.</p> <p><b>Consent to Electronic Delivery of Account Materials</b></p> <p>By signing below, you consent to have documentation regarding your accounts and services delivered through electronic delivery such as secure e-mail or our digital banking portal. Information delivered electronically may include, without limitation, sensitive information about your accounts and services, disclosures and terms governing your accounts and services, and information that could facilitate unauthorized transactions against your accounts. You will ensure the e-mail address used for electronic delivery is secure. You should check this e-mail address or our digital banking portal as important notices may be transmitted periodically. If you would like physical copies of documentation, please contact your service representative.</p>			
Simon Batashvili	Managing Partner		10/29/19
E-mail address for electronic delivery (Required for new account opening):		simon@towerequity.com	
<p><b>VI. Submitter Form (W-9 Certification)</b> (If foreign entity, W-9 required, Section VI leave blank.)</p>			
1. Name (as shown on your income tax return) do not leave this line blank.		Barrick Capital Inc	
2. Business name/disregarded entity name, if different from above			
3.	<input checked="" type="checkbox"/> Employer Identification Number		
	<input type="checkbox"/> Social Security Number		
4. Federal Tax Classification; check only ONE of the following seven boxes			
<input type="checkbox"/> Individual/sole proprietorship or single member LLC		<input checked="" type="checkbox"/> C Corporation	
		<input type="checkbox"/> S Corporation	
		<input type="checkbox"/> Partnership	
		<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=partnership)		<input type="text"/>	
<p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p>			<p><b>Exemptions</b> (Codes apply only to certain entities, not individuals) Exempt payee code (if any) <input type="text"/></p> <p>Exemption from FATCA reporting code (if any) <input type="text"/></p> <p>(Applies to accounts maintained outside the U.S.)</p>
<p><input type="checkbox"/> Other (see instructions from IRS) <input type="text"/></p>			
<p>Under penalties of perjury, I certify that: 1) the employer identification number or social security number shown on this form for this account holder is correct (or the account holder is waiting for a number to be issued); and 2) the account holder is not subject to backup withholding because: (a) the account holder is exempt from backup withholding, or (b) the account holder has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the account holder that it is no longer subject to backup withholding; and 3) the account holder is a United States person (defined below*); and 4) The FATCA code(s) entered on this form (if any) indicating that the organization is exempt from FATCA reporting is correct.</p> <p><b>Certification Instructions:</b> Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax returns.</p> <p>* If the organization listed above is a foreign entity use the applicable IRS Form W-8 (for additional information please see IRS instructions). The term "United States person" means a citizen or resident of the United States; a partnership created or organized in the United States or under the laws of the United States or of any State; a corporation created or organized in the United States or under the laws of the United States; or of any state or any estate or trust other than a foreign estate or foreign trust.</p>			
By signing below, the account holder agrees to be bound by the above Tax Information Certification.			
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
Simon Batashvili	Managing Partner		10/29/19

[illegible]

# **ATTACHMENT I**

**Wells Fargo Account \*9973  
Account Documents**

# Business Account Application

**WELLS  
FARGO**

Bank Name: WELLS FARGO BANK, N.A.		Branch Name: MIRACLE MILE	
Banker Name: ARAD TOUSHKAN		Officer/Portfolio Number: CA379	Date: 03/05/2020
Banker Phone: 323/302-9550	Branch Number: 04388	Banker AU: 0000609	Banker MAC: E2018-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**New Account Information**☒ New Deposit Account(s) Only☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name: Wells Fargo Business Choice Checking			Purpose of Account 1: General Operating Account	
COD: 114	Product: DDA	Account Number: [REDACTED] 9973	Opening Deposit: \$25.00	Type of Funds: CACK
New Account Kit: simonbatashvili@gmail.com			Checking/Savings Bonus Offer Available: YES	Bonus Offer Code: 46SZHN

**Related Customer Information**

Customer 1 Name: BARRICK CAPITAL INC		Account Relationship: Sole Owner
Enterprise Customer Number (ECN): [REDACTED]		
Customer 2 Name: SIMON BATASHVILI		Account Relationship: Signer
Enterprise Customer Number (ECN): [REDACTED]		

**Checking/Savings Statement Mailing Information**

Name(s) and Information Listed on Statement: BARRICK CAPITAL INC	Statement Mailing Address: 321 DALEHURST AVE	
	Address Line 2:	
	City: LOS ANGELES	State: CA
	ZIP/Postal Code: 90024-2511	Country: US



2W02-001195246749-01

BBG2307 (12-18 SVP)

Page 1 of 5  
Wells Fargo Confidential



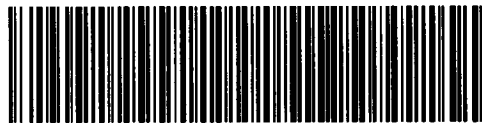
## Business Account Application

**Customer 1 Information**

Customer Name: BARRICK CAPITAL INC			
Enterprise Customer Number (ECN): 212131552201369		Street Address: 321 DALEHURST AVE	
Account Relationship: Sole Owner		Address Line 2:	
Taxpayer Identification Number (TIN): [REDACTED]		Address Line 3:	
TIN Type: EIN			
Business Type: Corporation Type C		City: LOS ANGELES	State: CA
Business Sub-Type/Tax Classification: Corporation		ZIP/Postal Code: 90024-2511	Country: US
Date Originally Established: 08/20/2019	Current Ownership Since:	Number of Employees: 3	Business Phone: [REDACTED]
Annual Gross Sales: \$1,000,000.00	Year Sales Reported: 12/31/2019	Fiscal Year End:	Fax: [REDACTED]
Primary Financial Institution:	Number of Locations: 1	Cellular Phone: [REDACTED]	
e-Mail Address:		Pager:	
Primary State 1:	Primary State 2:	Primary State 3:	Website:
Primary Country 1: UM	Primary Country 2:	Primary Country 3: UM	Sales Market: INTERNATIONAL
Industry: Information/Media			
Description of Business: ON LINE MARKETING SERVICES FOR OTHER COMPANIES			
Major Suppliers/Customers:			

**Bank Use Only**

Name/Entity Verification: Cert of Incorporation		Address Verification: FP/FD	
BACC Reference Number: 6200650001898			
Document Filing Number/Description: 7570290	Filing Country: US	Filing State: DE	Filing Date: 08/20/2019
Country of Registration: US	State of Registration: DE	International Transactions:	Expiration Date: [REDACTED]
Check Reporting: NO RECORD			



## Business Account Application

**Owner/Key Individual 1 Information**

Customer Name: SIMON BATASHVILI			Residence Address: 11360 WATERFORD ST	
Business Relationship: Owner with Control of the Entity			Address Line 2:	
Position/Title:	Date of Birth: [REDACTED] 79	Percent of Ownership: 100.0	Address Line 3:	
Enterprise Customer Number (ECN): [REDACTED]			City: LOS ANGELES	State: CA
Taxpayer Identification Number (TIN): [REDACTED]		TIN Type: SSN	ZIP/Postal Code: 90049-3437	Country: US
Primary ID Type: DLIC	Primary ID Description: B9766586		Country of Citizenship: US	Permanently Resides in US:
Primary ID St/Ctry/Prov: CA	Primary ID Issue Date: 01/13/2012	Primary ID Expiration Date: 08/11/2021	Check Reporting: NO RECORD	
Secondary ID Type: OTHR CC	Secondary ID Description: AMERICAN EXPRESS 6024			
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 08/01/2023		



BBG2307 (12-18 SVP)

2W02-001195246749-03

Page 3 of 5  
Wells Fargo Confidential

Business Account Application

**Certificate of Authority**

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

**A. The Customer's use of any Wells Fargo Bank, N.A. ("Bank") deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.**

**B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:**

- (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
- (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
- (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
- (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.

**C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.**

**D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.**

**E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.**

**F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.**

**G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:**

- (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
- (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
- (3) the signature of the Customer, if the Customer is a sole proprietor.

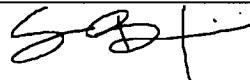
**Certified/Agreed To**

Owner/Key Individual 1 Name

SIMON BATASHVILI

Position/Title:

Owner/Key Individual 1 Signature



- ☐ Submit manually  
☐ Signature not required

Date:

03/05/2020



BBG2307 (12-18 SVP)

2W02-001195246749-04

Page 4 of 5  
Wells Fargo Confidential

Business Account Application

**Request for Taxpayer Identification Number and Certification**

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends). ☐ I am subject to backup withholding ☐ I am exempt from backup withholding
3. I am a U.S. citizen or other U.S. person.
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Does not apply to U.S. based accounts)

**Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

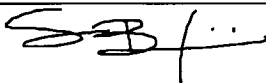
Tax Responsible Customer Name:

BARRICK CAPITAL INC

Taxpayer Identification Number (TIN):

[REDACTED]

TIN Certification Signature:



- ☐ Submit manually  
☐ Signature not required

Date:

03/05/2020

**Authorized Signers - Signature Capture**

Authorized Signer 1 Name

SIMON BATASHVILI

Position/Title:

Authorized Signer 1 Signature



- ☐ Submit manually  
☐ Signature not required

Date:

03/05/2020



BBG2307 (12-18 SVP)

2W02-001195246749-05

Page 5 of 5  
Wells Fargo Confidential



Summons and Subpoenas Department  
 PO Box 1415 MAC #D1111-016  
 Charlotte, NC 28201  
 Voice: (480) 724-2000

### BUSINESS RECORDS DECLARATION

I, Tasha Hocutt, am over the age of eighteen and I declare that I am employed by Wells Fargo Bank, N.A. ("Wells Fargo") in the Summons and Subpoenas Department and am a duly authorized and qualified witness to certify the authenticity of the attached documents and/or information produced pursuant to the legal order. Wells Fargo reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced. I certify that the attached records:

- A) Were prepared by personnel of Wells Fargo in the ordinary course of business at or near the time of the acts, conditions or events described in the records; and
- B) It was the ordinary course of business for Wells Fargo employees or representatives with knowledge of the act, event, or condition recorded to make the record or transmit the information therein to be included in such record.
- C) The records attached are true and correct copies of the business records as maintained by Wells Fargo.

**The records produced are described as follows:**

Case number: 23783186

Document Type	Account #	Paper Count	Total Copies
Wire Automated	XXXXXX8592	0	0
Unable to locate records with the information provided.			
Checks/Debits	XXXXXX4509	28	28
Statements	XXXXXX4509	16	16
Statements	XXXXXX2591	39	39
Deposits with offsets	XXXXXX9138	2	2
Signature Cards	XXXXXX9138	5	5
Statements	XXXXXX8592	26	26
Statements	XXXXXX9138	0	0
This account is included with statements for account XXXXXX8592			
Wire Automated	XXXXXX2591	0	0
Unable to locate records with the information provided.			
Signature Cards	XXXXXX4517	4	4
Checks/Debits	XXXXXX2591	102	102
Wire Automated	XXXXXX4517	91	91
Checks/Debits	XXXXXX9138	25	25
Statements	XXXXXX9973	23	23
Deposits with offsets	XXXXXX9973	63	63
Wire Automated	XXXXXX4509	4	4
Deposits with offsets	XXXXXX4517	24	24
Checks/Debits	XXXXXX4517	59	59
Statements	XXXXXX4517	24	24

Case No: 23783186; Agency Case No: Not Provided

Signature Cards	XXXXXX8592	5	5
Wire Automated	XXXXXX9138	12	12
Signature Cards	XXXXXX4509	5	5
Deposits with offsets	XXXXXX8592	0	0
All transactions requested are electronic and no images are available			
Wire Automated	XXXXXX9973	68	68
Signature Cards	XXXXXX9973	5	5
Deposits with offsets	XXXXXX2591	22	22
Signature Cards	XXXXXX2591	3	3
Deposits with offsets	XXXXXX4509	4	4
Checks/Debits	XXXXXX8592	0	0
All transactions requested are electronic and no images are available			
Checks/Debits	XXXXXX9973	124	124
<b>Total Copies Delivered:</b>			<b>783</b>

Additional comments: Unable to locate records for Lucas Erb, AKA Lucas Asher and Fainche MacCarthy AKA Fainche Jean McCarthy opened since March 2020.

**Additional comments:**

The bank's standard record retention period is seven years.

I declare under penalty of perjury under the law(s) of the state of Alabama that the foregoing is true and correct according to my knowledge and belief. Executed on this 27th day of July, 2020, in the City of Charlotte, State of NORTH CAROLINA.

Tashkent

Subpoena Processing Representative

Image copies of requested transactions may be missing for the following reasons: Items not imaged, corrupted, blank, damaged, destroyed or not available. item(s) piggy-backed, electronic transaction(s). If the legal order requests certain types of loan information and other non-depository information, it was forwarded to other departments and they will respond to you directly.

# ATTACHMENT J

## **Investor Deposits to Defendant Barrick Bank Accounts**

## Attachment J

### Monthly Deposits into Barrick Accounts By SDIRA and Cash Customers

<b>Name on Account</b>	<b>Bank</b>	<b>Month</b>	<b>SDIRA Customers</b>	<b>Cash Customers</b>	<b>Total customers</b>
Barrick	BofA 6672	Nov-19	\$0.00	\$0.00	\$0.00
Barrick	BofA 6672	Dec-19	\$147,952.56	\$281,794.04	\$429,746.60
Barrick	BofA 6672	Jan-20	\$1,278,274.97	\$215,550.00	\$1,493,824.97
Barrick	BofA 6672	Feb-20	\$2,408,448.48	\$359,150.00	\$2,767,598.48
Barrick	BofA 6672	Mar-20	\$2,374,911.22	\$1,541,500.00	\$3,916,411.22
Barrick	BofA 6672	Apr-20	\$956,064.39	\$737,200.00	\$1,693,264.39
Barrick	Wells Fargo 9973	Mar-20	\$0.00	\$0.00	\$0.00
Barrick	Wells Fargo 9973	Apr-20	\$741,285.98	\$480,000.00	\$1,221,285.98
Barrick	Wells Fargo 9973	May-20	\$869,524.52	\$172,980.00	\$1,042,504.52
Barrick	Wells Fargo 9973	Jun-20	\$1,826,543.90	\$906,167.87	\$2,732,711.77
			\$10,603,006.02	\$4,694,341.91	<b>\$15,297,347.93</b>



# **ATTACHMENT K**

**Bank of America Account \*7454  
Account Documents**

**Bank of America**  
BANK OF AMERICA, N.A. (THE "BANK")  
Account Number: 7454

**Business Signature Card  
with Substitute Form W-9**

*updated*

Account Type: ☒ Checking ☐ Savings ☐ Certificate of Deposit  
Account Title: TOWER EQUITY, LLC

Legal Designation	<input type="checkbox"/> Individual Owner/Sole Proprietor/Single Member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Trust/Estate
	<input type="checkbox"/> Partnership (Enter type of partnership): General, LP, LLP or LLLP _____			
	<input checked="" type="checkbox"/> Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			
	<input type="checkbox"/> Other (Defined in W-9 Instructions) _____			
Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9) (Applies to accounts maintained outside the U.S.)		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Employer Identification Number <u>                    </u>		(or) Social Security Number _____		

**By signing below, I/we acknowledge, agree and consent:**

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ **Nonresident Alien (NRA) Status:** Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

**Substitute Form W-9: Certification – Under penalties of perjury, I certify that:**

- The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9)

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
SIMON BATASHVILI	manager	<i>[Signature]</i>	11/27/18
PEREZ BATASHVILI	signer	<i>[Signature]</i>	11/27/18

00-14-9297M 11-2018

NCA

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Associate Name: Kuziner, Olga

Financial Center: BEVERLY AND SAN VICENTE

Bank Number: 318

Date: 11/27/2018



Date: 11/29/2018 Time: 6:23:06 PM (US Central Time) Scanned From IP: 10.166.176.12

# **ATTACHMENT L**

## **Flow of Funds between Metals and Barrick Bank Accounts and Tower Equity Bank Accounts**

**Flow of Funds between Metals and Barrick Bank Accounts  
and Tower Equity Bank Accounts**

Chase Metals	Bank	Month	Funds TO Tower Equity Accounts	Funds FROM Tower Equity Accounts
Chase Metals	One West	Sep-17		
Chase Metals	One West	Oct-17		
Chase Metals	One West	Nov-17		\$59,784.00
Metals.com	BofA 4024	Nov-17		\$0.00
Metals.com	BofA 4024	Dec-17		\$0.00
Metals.com	BofA 4024	Jan-18	\$480,000.00	\$0.00
Metals.com	BofA 4024	Feb-18	\$0.00	\$0.00
Metals.com	BofA 4024	Mar-18	\$0.00	\$0.00
Metals.com	BofA 4024	Apr-18	\$150,000.00	\$0.00
Metals.com	BofA 4024	May-18	\$525,000.00	\$0.00
Metals.com	BofA 4024	Jun-18	\$0.00	\$0.00
Metals.com	BofA 4024	Jul-18	\$100,000.00	\$0.00
Metals.com	BofA 4024	Aug-18	\$225,000.00	\$0.00
Metals.com	BofA 4024	Sep-18	\$0.00	\$0.00
Metals.com	BofA 4024	Oct-18	\$0.00	\$0.00
Metals.com	BofA 4024	Nov-18	\$100,000.00	\$0.00
Metals.com	BofA 4024	Dec-18	\$0.00	\$0.00
Metals.com	BofA 4024	Jan-19	\$0.00	\$0.00
Metals.com	BofA 4024	Feb-19	\$0.00	\$0.00
Metals.com	BofA 4024	Mar-19	\$0.00	\$0.00
Metals.com	BofA 4024	Apr-19	\$250,000.00	\$0.00
Metals.com	BofA 4024	May-19	\$0.00	\$0.00
Metals.com	BofA 4024	Jun-19	\$0.00	\$0.00
Metals.com	BofA 4024	Jul-19	\$0.00	\$0.00
Metals.com	BofA 4024	Aug-19	\$0.00	\$0.00
Metals.com	BofA 4024	Sep-19	\$0.00	\$0.00
Metals.com	BofA 4024	Oct-19	\$0.00	\$0.00
Metals.com	BofA 4024	Nov-19	\$0.00	\$1,900,000.00
Metals.com	BofA 4024	Dec-19	\$0.00	\$1,170,000.00
Metals.com	BofA 4024	Jan-20	\$0.00	\$576,000.00
Metals.com	BofA 4024	Feb-20	\$0.00	\$1,150,000.00
Metals.com	BofA 4024	Mar-20	\$0.00	\$407,000.00
Barrick	BofA 6672	Nov-19	\$0.00	\$0.00
Barrick	BofA 6672	Dec-19	\$0.00	\$0.00
Barrick	BofA 6672	Jan-20	\$220,000.00	\$0.00
Barrick	BofA 6672	Feb-20	\$1,448,312.37	\$0.00
Barrick	BofA 6672	Mar-20	\$960,000.00	\$0.00
Barrick	BofA 6672	Apr-20	\$25,000.00	\$0.00
Barrick	WF 9973	Mar-20	\$0.00	\$0.00
Barrick	WF 9973	Apr-20	\$1,100,000.00	\$0.00
Barrick	WF 9973	May-20	\$1,175,000.00	\$200,000.00
Barrick	WF 9973	Jun-20	\$1,300,000.00	\$150,000.00
		<b>TOTALS:</b>	<b>\$8,058,312.37</b>	<b>\$5,612,784.00</b>

# ATTACHMENT M

Metals Investors Deposits into Tower Equity

**Customer C.F.****Bank of America****Your checking account**

TOWER EQUITY, LLC | Account # [REDACTED] 7454 | September 1, 2018 to September 30, 2018

**Deposits and other credits**

Date	Transaction description	Customer reference	Bank reference	Amount
09/04/18	EZ SERIES 305 DES:ACH PAYMTS ID INDN Tower Equity LLC CO ID:7831109806 CCD		902547013058466	10,500.00
09/25/18	WIRE TYPE WIRE IN DATE: 180925 TIME:1055 ET TRN:2018092500257203 SEQ:201809250011179/000003 ORIG C [REDACTED] F [REDACTED] ID:9323965 SND BK: BANK OF AMERICA ID:073920285 PMT DET: FURTHER CREDIT TO C [REDACTED] F [REDACTED] 6503 WORCESTER RD PALO, IA 52324		903709250257203	500,000.00
09/25/18	WIRE TYPE WIRE IN DATE: 180925 TIME:1623 ET TRN:2018092500380027 SEQ:2018092500144855/016660 ORIG C [REDACTED] F [REDACTED] ID:XXXXXXXXXX72272 SND BK: WELLS FARGO BANK, NA ID:121000248 PMT DET: 0 005494268836425FBO C [REDACTED] F [REDACTED]		903709250380027	500,000.00

**Customer B.A.**

TOWER EQUITY, LLC | Account # 3251 0218 7454 | March 1, 2019 to March 31, 2019

**Deposits and other credits**

Date	Transaction description	Customer reference	Bank reference	Amount
03/01/19	Counter Credit		813003552511919	134,051.25
03/01/19	Counter Credit		813003652071967	8,060.00
03/01/19	WIRE TYPE BOOK IN DATE: 190301 TIME:1309 ET TRN:2019030100388833 SNDR REF: BOA3843-01MAR19 ORIG: BANK OF AMERICA CUSTOMER ID:2016000962700 PMT DET: R6E7HQXQ5 20190228-00592184 28-FEB-19 4.00 0.00/USD RTND INVLD BNF ACCTNUMBER		903703010388833	4,000.00
03/06/19	WIRE TYPE WIRE IN DATE: 190306 TIME:1517 ET TRN:2019030600375174 SEQ:190306142439H00/003713 ORIG: [REDACTED] [REDACTED] L ID:4246227650 SND BK: TD BANK, NA ID:031101266 PMT DET: PROCEEDS		903703060375174	113,477.09
03/08/19	WIRE TYPE WIRE IN DATE: 190308 TIME:1614 ET TRN:2019030800413639 SEQ:2019030800151897/016956 ORIG: B [REDACTED] A [REDACTED] TTEE ID:26269697 SND BK: WELLS FARGO BANK, NA ID:121000248 PMT DET: 000198088 7659 SCH REFIN 5025706 00003595889711		903703080413639	100,000.00

Customer D.R

D [REDACTED] R [REDACTED]  
[REDACTED] CA 92399

80-7172 / 831  
3222 1515

Date 11.7.18

Pay to the order of Lower Equity \$450,000.00  
Four hundred fifty thousand dollars

Citibank Citigold

CITIBANK, N.A. BR. #831  
34580 YUCAIPA BLVD  
YUCAIPA, CA 92399

For Investment

⑆322271724⑆ [REDACTED]

Customer C.H.

[REDACTED] C [REDACTED] H [REDACTED]  
[REDACTED]  
CO 81092

82-310-1021 3612

YR. 15 20 18

PAY to the order of Lower Equity \$99,894.00  
Ninety-nine thousand eight hundred ninety-four dollars

LEGACY BANK  
COLORADO SPRINGS - PUEBLO WEST  
CANON CITY - PUEBLO - WILEY

for silver

[REDACTED]

Customer R.M.

0091  
DEC. 21, 2018 Date  
66-19/530 MC 1402

Pay to the Order of TOWER EQUITY LLC \$ 2,500,00.00  
TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 Dollars

Bank of America

ACH RT 953000196

For \_\_\_\_\_

⑆053000196⑆ 0091

Printed Name

END OF CHECK



March 13<sup>th</sup>, 2019  
INVOICE [REDACTED]

# metals.com

*The #1 Name In Metals*

433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM

B [REDACTED] A [REDACTED]

## Purchase Invoice

**BILLING ADDRESS:**

Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210

**DELIVERY ADDRESS:**

[REDACTED]

**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
1 oz Silver - Round .999	300	\$15.90	\$4,770.00
1 oz Silver - Royal Canadian Mint Maple Leaf Coin .9999	275	\$16.96	\$4,664.00
1/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin .9999	3,483	\$26.00	\$90,558.00
TOTAL			\$99,992.00

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_06534

September 26<sup>th</sup>, 2018  
INVOICE [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COMC [REDACTED] F [REDACTED]  
**Purchase Invoice****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**  
[REDACTED]**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
1.0 oz Gold - Royal Canadian Mint Maple Leaf Coin .9999	60	\$1,230.00	\$73,800.00
1/10 oz Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999	2,849	\$325.00	\$925,925.00
1/10 oz Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999	1	\$275.00	\$275.00
TOTAL			\$1,000,000.00

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**FOIA Confidential Treatment Requested by Chase Metals****TMTE\_CFTC\_06560**

November 2nd 2018  
INVOICE [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM**Cash**  
FBO C [REDACTED] H [REDACTED]  
**Purchase Invoice****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**  
[REDACTED]**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
1/2 oz Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999	4,166	\$24.00	\$99,984.00
TOTAL			\$99,984.00

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FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_06562

November 9<sup>th</sup>, 2018  
INVOICE # [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM**D [REDACTED] R [REDACTED]**  
**Purchase Invoice****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, Delaware 19802**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
10.0 oz Silver - Bar	70	\$158.00	\$11,060.00
1.0 oz Silver - Buffalo Round .999	600	\$15.90	\$9,540.00
1.0 oz Silver - Royal Canadian Mint Maple Leaf Coin .9999	600	\$16.10	\$9,660.00
1/2 oz Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999	14,235	\$26.00	\$370,110.00
1/4 oz Gold - 2018 British Sovereign Mint Gold Standard Coin .9999	75	\$661.51	\$49,613.25
TOTAL			\$449,983.25

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FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_06595

January 10<sup>th</sup>, 2019  
INVOICE [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COMR [REDACTED] M [REDACTED]  
**Purchase Invoice**  
**Cash Deal****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**Dakota Depository  
1437 42nd Street SW  
Fargo, North Dakota 58103**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
1/10 oz Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999	2,750	\$299.36	\$823,240.00
1/2 oz Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999	55,000	\$25.95	\$1,427,250.00
1/4 oz Gold - 2019 British Sovereign Mint Gold Standard Coin .9999	250	\$699.95	\$174,987.50
1.0 oz Silver - Round .999	500	\$16.32	\$8,160.00
1.0 oz Silver - Bar	253	\$16.38	\$4,144.14
1.0 oz Silver - Royal Canadian Mint Maple Leaf Coin .9999	150	\$17.22	\$2,583.00

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FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_08108

January 10<sup>th</sup>, 2019  
INVOICE #[DN11019DL]**metals.com**  
*The #1 Name In Metals**Continued from previous page*

DESCRIPTION	Quantity	Unit Price	AMOUNT
5.0 oz Silver - America The Beautiful Coin - Common	25	\$101.85	\$2,546.25
1.0 oz Silver - Austrian Mint Philharmonic Coin	100	\$17.22	\$1,722.00
1.0 oz Silver - Australia Kangaroo	100	\$17.22	\$1,722.00
3.22 oz Silver - 100 Gram Bar	100	\$82.22	\$8,222.00
0.36 oz Silver - Kennedy Half Dollars	500	\$5.99	\$2,995.00
1 g Gold - Bar	100	\$49.90	\$4,990.00
1.0 oz Gold - Bar	8	\$1,299.60	\$10,396.80
1.0 oz Gold - Royal Canadian Mint Maple Leaf Coin .9999	8	\$1,309.60	\$10,476.80
1.0 oz Gold - Austrian Philharmonic	8	\$1,309.60	\$10,476.80
1/20 oz Gold - Royal Canadian Mint Maple Leaf Coin .9999	75	\$81.12	\$6,084.00
TOTAL			\$2,499,996.29

RISK DISCLOSURE AND ACCOUNT AGREEMENT SIGNED AND UNDERSTOOD: Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic, or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied as, legal, tax, or investment advice, statements, opinions, or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_08109

# **ATTACHMENT N**

**Bank Records for Account \*4517 and  
Transfers from Barrick Account \*9973 to  
Tower Equity Account \*4517**

# Business Account Application

**WELLS  
FARGO**

Bank Name: WELLS FARGO BANK, N.A.		Branch Name: MIRACLE MILE	
Banker Name: ARAD TOUSHKAN		Officer/Portfolio Number: CA379	Date: 03/17/2020
Banker Phone: 323/302-9550	Branch Number: 04388	Banker AU: 0000609	Banker MAC: E2018-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**New Account Information**

☒ New Deposit Account(s) Only ☐ New Deposit Account(s) and Business Credit Card

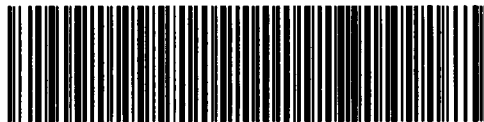
Account 1 Product Name: Wells Fargo Business Choice Checking			Purpose of Account 1: General Operating Account	
COD: 114	Product: DDA	Account Number: [REDACTED] 4517	Opening Deposit: \$25.00	Type of Funds: CACK
New Account Kit: simonbatashvili@gmail.com			Checking/Savings Bonus Offer Available: NO	

**Related Customer Information**

Customer 1 Name: TOWER EQUITY LLC		Account Relationship: Sole Owner
Enterprise Customer Number (ECN): [REDACTED]		
Customer 2 Name: SIMON BATASHVILI		Account Relationship: Signer
Enterprise Customer Number (ECN): [REDACTED]		

**Checking/Savings Statement Mailing Information**

Name(s) and Information Listed on Statement: TOWER EQUITY LLC	Statement Mailing Address: 8383 WILSHIRE BLVD STE 700	
	Address Line 2: [REDACTED]	
	City: BEVERLY HILLS	State: CA
	ZIP/Postal Code: 90211-2407	Country: US



2W02-001202226271-01



## Business Account Application

**Customer 1 Information**

Customer Name: TOWER EQUITY LLC			
Enterprise Customer Number (ECN): [REDACTED]		Street Address: 8383 WILSHIRE BLVD STE 700	
Account Relationship: Sole Owner		Address Line 2:	
Taxpayer Identification Number (TIN): [REDACTED]		Address Line 3:	
TIN Type: EIN			
Business Type: Limited Liability Company		City: BEVERLY HILLS	State: CA
Business Sub-Type/Tax Classification: C Corporation		ZIP/Postal Code: 90211-2407	Country: US
Date Originally Established: 06/19/2013	Current Ownership Since:	Number of Employees: 4	Business Phone: [REDACTED]
Annual Gross Sales: \$500,000.00	Year Sales Reported: 12/31/2019	Fiscal Year End:	Fax: [REDACTED]
Primary Financial Institution:		Cellular Phone: [REDACTED]	
Number of Locations: 3		Pager: [REDACTED]	
e-Mail Address:			
Primary State 1: CA	Primary State 2:	Primary State 3:	Website:
Primary Country 1:	Primary Country 2:	Primary Country 3:	Sales Market: NATIONAL
Industry: Real Estate, Rental and Leasing			
Description of Business: REAL ESTATE MANAGEMNT			
Major Suppliers/Customers:			

**Bank Use Only**

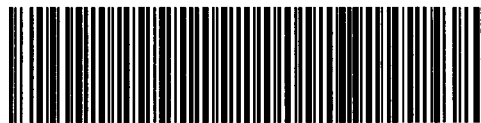
Name/Entity Verification: Articles of Organization		Address Verification: NONE	
BACC Reference Number: [REDACTED]			
Document Filing Number/Description: [REDACTED]	Filing Country: US	Filing State: WY	Expiration Date: 06/19/2013
Country of Registration: US	State of Registration: WY	International Transactions:	Check Reporting: NO RECORD



## Business Account Application

**Owner/Key Individual 1 Information**

Customer Name: SIMON BATASHVILI			Residence Address: 11360 WATERFORD ST		
Business Relationship: Owner with Control of the Entity			Address Line 2:		
Position/Title:	Date of Birth:	Percent of Ownership:	Address Line 3:		
		79   100.0			
Enterprise Customer Number (ECN): [REDACTED]			City: LOS ANGELES	State: CA	
Taxpayer Identification Number (TIN): [REDACTED]		TIN Type: SSN	ZIP/Postal Code: 90049-3437	Country: US	
Primary ID Type: DLIC	Primary ID Description: B9766586		Country of Citizenship: US	Permanently Resides in US:	
Primary ID St/Ctry/Prov: CA	Primary ID Issue Date: 01/13/2012	Primary ID Expiration Date: 08/11/2021	Check Reporting: NO RECORD		
Secondary ID Type: OTHR CC	Secondary ID Description: AMERICAN EXPRESS 6024				
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 08/01/2023			



Business Account Application

**Certificate of Authority**

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Wells Fargo Bank, N.A. ("Bank") deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.**
- B.** Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
- (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
  - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
  - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
  - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C.** If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D.** Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E.** If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F.** The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G.** The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
- (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
  - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
  - (3) the signature of the Customer, if the Customer is a sole proprietor.

**Certified/Agreed To**

Owner/Key Individual 1 Name

SIMON BATASHVILI

Position/Title:

Owner/Key Individual 1 Signature

SIMON BATASHVILI

SB

- ☐ Submit manually  
☐ Signature not required

Date:

03/17/2020

**Authorized Signers - Signature Capture**

Authorized Signer 1 Name

SIMON BATASHVILI

Position/Title:

Authorized Signer 1 Signature

SIMON BATASHVILI

SB

- ☐ Submit manually  
☐ Signature not required

Date:

03/17/2020



BBG2307 (12-18 SVP)

2W02-001202226271-04

Page 4 of 4  
Wells Fargo Confidential

**Transfers from Barrick Account \*9973 to  
Tower Equity Account \*4517**

<b>Bank</b>	<b>Stmt Acct #</b>	<b>Posted Date</b>	<b>Description</b>	<b>Credits</b>	<b>Bank</b>
Wells Fargo	*4517	4/21/20	transfer from	\$500,000.00	Barrick Capital *9973
Wells Fargo	*4517	4/22/20	transfer from	\$400,000.00	Barrick Capital *9973
Wells Fargo	*4517	4/27/20	transfer from	\$200,000.00	Barrick Capital *9973
Wells Fargo	*4517	5/1/20	transfer from	\$500,000.00	Barrick Capital *9973
Wells Fargo	*4517	5/4/20	transfer from	\$250,000.00	Barrick Capital *9973
Wells Fargo	*4517	5/14/20	transfer from	\$125,000.00	Barrick Capital *9973
Wells Fargo	*4517	5/18/20	transfer from	\$300,000.00	Barrick Capital *9973
Wells Fargo	*4517	6/8/20	transfer from	\$250,000.00	Barrick Capital *9973
Wells Fargo	*4517	6/8/20	transfer from	\$250,000.00	Barrick Capital *9973
Wells Fargo	*4517	6/8/20	transfer from	\$50,000.00	Barrick Capital *9973
Wells Fargo	*4517	6/15/20	transfer from	\$250,000.00	Barrick Capital *9973
Wells Fargo	*4517	6/22/20	transfer from	\$500,000.00	Barrick Capital *9973
			<b>TOTAL</b>	<b>\$3,575,000.00</b>	

# ATTACHMENT O

**JPMChase Account \*1682  
Account Documents**

**DECLARATION**

**Case No. : SB1149082-F1**

Tamara E Wooddall, certifies and declares as follows:

1. I am over the age of 18 years and not a party to this action.
2. My business address is 14800 Frye Road, Fort Worth, Texas 76155.
3. I am a Doc Review Sr Specialist II and Custodian of Records for JPMorgan Chase Bank, N.A. (hereinafter referred to as the "Bank") in the National Subpoena Processing Department located in Fort Worth, Texas.
4. Based on my knowledge of the Bank's business records practices and procedures, the enclosed records are a true and correct copy of the original documents kept by the Bank in the ordinary course of business.
5. Based on my knowledge of the Bank's business records practices and procedures, the records were made at or near the time of the occurrence of the matters set forth in the records by, or from information transmitted by a person with knowledge of those matters.
6. It is the regular practice of the Bank to make such a record of transactions in the ordinary course of business.

I declare under penalty of perjury, under the laws of the State of Texas, that the foregoing is true and correct.

Dated: 07/24/2020

By: 

Tamara E Wooddall  
Doc Review Sr Specialist II  
JPMORGAN CHASE BANK, N.A.

SUBP52a

SB1149082-F1



## Business Signature Card

ACCOUNT TITLE ("DEPOSITOR")  
TOWER HOLDINGS, INC.

ACCOUNT NUMBER 1682  
ACCOUNT TYPE Chase Performance Business Checking w/ Interest

TAXPAYER ID NUMBER

DATE OPENED 07/29/2019

FORM OF BUSINESS S-Corporation

ISSUED BY JPMorgan Chase Bank, N.A. ( 703 )

La Cienega - 741010

KAYLEEN TRINH

(310) 657-8437

07/29/2019

BUSINESS ADDRESS  
8383 WILSHIRE BLVD STE 700

BEVERLY HILLS, CA 90211-2407

PRIMARY ID TYPE  
Website Documentation

PRIMARY ID NUMBER  
2017-000755455

ISSUER  
WY

ISSUANCE DATE  
05/26/2017

EXPIRATION DATE

SECONDARY ID TYPE  
None

SECONDARY ID NUMBER

ISSUER

ISSUANCE DATE

EXPIRATION DATE

ACKNOWLEDGEMENT - By signing this Signature Card, the Depositor applies to open a deposit account at JPMorgan Chase Bank, N.A. (the "Bank"). The Depositor represents and warrants that (i) the signature appearing below are genuine or facsimile signatures of the person(s) authorized to transact business and (ii) all necessary actions or formalities, where necessary, have been taken to authorize the named person(s) to so act. The Bank is entitled to rely on the authority of the named person(s) until written revocation of such authority is received by the Bank. The Depositor certifies that the information provided to the Bank is true to the best of its knowledge and authorizes the Bank, at its discretion, to obtain credit reports on the Depositor. The Depositor acknowledges receipt of the Bank's Deposit Account Agreement or other applicable account agreement, which include all provisions that apply to this deposit account, and other agreements and service terms for account analysis and other treasury management services if applicable, and agree to be bound by the terms and conditions contained therein as amended from time to time.

\*\* When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

PRINTED NAME	TELEPHONE NUMBER	TAXPAYER ID #	TITLE	DATE	SIGNATURE
1) LUCAS ASHER			President	7-29-19	<i>Lucas Asher</i>
2)					
3)					
4)					



Page 1 of 1

M1207-01-13/CS (3/14 v3)



SB1149082-F1

4

123

Deposits Into Tower Holdings Account \*1682

<b>Account Name</b>	<b>Bank</b>	<b>Stmt Acct #</b>	<b>Posted Date</b>	<b>Credits</b>	<b>Transferred From:</b>
Tower Holdings	JPMC	*1682	3/10/20	\$2,500.00	Best New JPMC
Tower Holdings	JPMC	*1682	3/31/20	\$5,000.00	Best New JPMC
Tower Holdings	JPMC	*1682	4/22/20	\$50,000.00	Tower Equity WF
Tower Holdings	JPMC	*1682	4/27/20	\$1,200.00	Best New JPMC
Tower Holdings	JPMC	*1682	4/30/20	\$2,000.00	Best New JPMC
Tower Holdings	JPMC	*1682	5/29/20	\$7,000.00	Best New JPMC
Tower Holdings	JPMC	*1682	6/1/20	\$5,000.00	Best New JPMC
Tower Holdings	JPMC	*1682	6/12/20	\$2,000.00	Best New JPMC
Tower Holdings	JPMC	*1682	6/19/20	\$2,000.00	Best New JPMC
			<b>Total</b>	<b>\$76,700.00</b>	



Posting Date:	2020-04-28	Account Number:	2234
Amount:	\$6,107.40	Bank Number:	601
Capture Source:	PV	Check/Serial #:	001101022106
DB/CR:	Debit	Routing Transit Number:	12210002
Sequence Number:	4580908899	Trancode:	000000
UDK:	601200428004580908899	Missing Image:	05
Application Code:	1	Item Type:	Paper Item
IRD:		PE Indicator:	P
Entry Number:	0000008745	BOFD:	000000000
Cost Center:		Teller Number:	
Teller Sequence Number:		Processing Date:	2020-04-29

882111107 NEW 01/08 8810004006

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CHASE** **CASHIER'S CHECK**

Date 04/27/2020 1101022106 91-2 1221

Remitter: TOWER HOLDINGS, INC.

Pay To The ORDER OF: DIRECTED IRA FBO L W

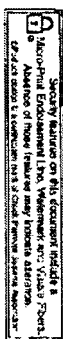
Pay: SIX THOUSAND ONE HUNDRED SEVEN DOLLARS AND 40 CENTS \$\*\* 6,107.40 \*\*

Drawer: JPMORGAN CHASE BANK, N.A.

Reginald Chambers, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ

Note: For information only. Comment has no effect on bank's payment.

⑈ 101022106 ⑈ ⑆ 22100024 ⑆ 806002234 ⑈



CONTACT  
JPMORGAN CHASE BANK, N.A.  
1-800-935-5834

FOR INFORMATION CONCERNING THIS INSTRUMENT

ELECTRONICALLY PRESENTED 4/28/2020

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE  
OR SIGNATURE / STAMP / SIGNATURE

X  
FOR DEPOSIT ONLY  
DIRECTED TRUST COMPANY  
8430721009

WARNING -- DO NOT CASH CHECK  
WITHOUT NOTING THE ORDER OF  
HOLD TO LIGHT / WATERMARK / SIGNATURE / STAMP / SIGNATURE

1398343040


SB1149082-F1

200

Posting Date:	2020-04-28	Account Number:	806002234
Amount:	\$40,828.28	Bank Number:	601
Capture Source:	PV	Check/Serial #:	001101022107
DB/CR:	Debit	Routing Transit Number:	12210002
Sequence Number:	9870629148	Trancode:	000000
UDK:	601200428009870629148	Missing Image:	05
Application Code:	1	Item Type:	Paper Item
IRD:		PE Indicator:	P
Entry Number:	0000008026	BOFD:	000000000
Cost Center:		Teller Number:	
Teller Sequence Number:		Processing Date:	2020-04-28

282111-07 NEW 01/08 881004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CHASE**  **CASHIER'S CHECK**

Date 04/27/2020 1101022107 91-2 1221

Remitter: TOWER HOLDINGS, INC. 1169341 Sale

Pay To The NDTCO FBO D [REDACTED] M [REDACTED] PM5B10AC2 - \$8,710.00

Order Of: SR13UFF22 - \$8,710.00

GDMAP1022 - \$23,408.28

Pay: FORTY THOUSAND EIGHT HUNDRED TWENTY EIGHT DOLLARS AND 28 CENTS \$\*\* 40,828.28 \*\*

Drawn: JPMORGAN CHASE BANK, N.A.

*R. Chambers*

Reginald Chambers, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ

Do not write outside this box

Memo: *NOT #* [REDACTED]

Note: For information only. Comment has no effect on bank's payment.

⑈ 1101022107⑈ ⑆ 22100024⑆ 806002234⑈



1398343209

FOR INFORMATION CONCERNING THIS INSTRUMENT

CONTACT

JPMORGAN CHASE BANK, N.A.

1-866-550-4354

WARNING — DO NOT CASH CHECK WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VIEW WATERMARK.

**X**

J. Morgan Chase Bank, N.A.  
10200507  
10200507  
10200507

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

ELIMINATION BANK ENCLOSURE

SB1149082-F1

201

# ATTACHMENT P

**First Bank Account \*7204  
Account Documents**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is Attached, and not the truthfulness, accuracy or validity of that document

STATE OF CA

Re: Administrative Account Services

SUBPOENA AFFIDAVIT

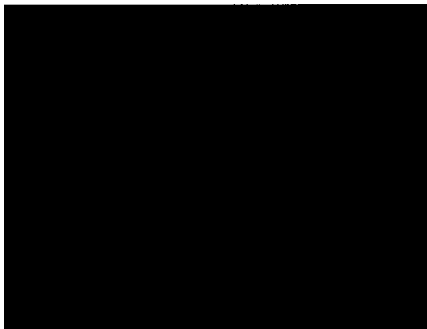
Before me, the undersigned authority, personally appeared Heather Wiegraffe who being by me duly Sworn, deposed as follows My name is Heather Wiegraffe. I am of sound mind, capable of making this affidavit and personally acquainted with the facts herein stated I am the custodian of records of First Bank. Attached hereto are all pages of records from First Bank via secure email.

First Bank in the regular course of business keeps all pages of records, and it was the regular course of business of First Bank for an employee or representative of First Bank with knowledge of the act, event, condition, opinion recorded to make the record or transmit information thereof to be included in such records; and the record was made at or near the time of the act, event, condition or opinion. The records attached are on the PDF files herein and are the originals or are exact duplicates of the original.

☒ Items could not be located, produced, are missing or illegible

No accounts found on the following organizations and/or individuals:


Metals.com  
TMTE Inc.  
Chase Metals LLC  
Chase Metals Inc.  
USA Mint  
USA Marketing  
Barrick Capital Inc.  
Texas Metals  
Life Metals

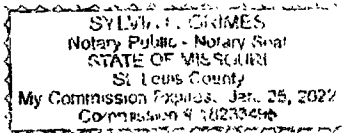


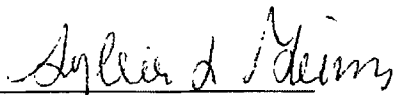
LTK Marketing  
Revo LLC  
Institution LLC  
First American Estate and Trust LLC

No records available/ Not Applicable:

1099's  
Cashier checks/ Money Orders  
Money Markets  
Loan Information  
Safe Deposit Box  
Certificates of Deposit  
Treasury Bills/ Notes  
Bond Redemption  
Internal Investigative Files

  
IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND  
AFFIXED MY OFFICIAL SEAL This 31<sup>st</sup> day of August, 2020



  
Notary Public

Seal

Our Ref # 2020-00159

First Bank/P.O. Box 548/Hazelwood, MO 63042-0548  
314-592-8585/Fax 314-592-8555

---



## SIGNATURE CARD

8820 V  
Beverly  
(910) 7

<b>ACCOUNT OWNER NAME &amp; ADDRESS:</b> Administrative Account Services, LLC 8 Green Suite R Dover Kent, DE 19901		<b>ACCOUNT NUMBER:</b> 7204	
<b>ALTERNATE ADDRESS:</b> 8383 Wilshire Blvd # 700, Beverly Hills CA 90211		<b>PRODUCT TYPE:</b> Small Business Checking	
<b>TYPE OF ACCOUNT:</b> <input type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> BUSINESS		<b>ACCOUNT OWNERSHIP:</b> Limited Liability Company	
<b>BY:</b> Shiva Ghalchi <b>REVISION DATE:</b> 05/05/2020		<b>NUMBER OF SIGNATURES REQUIRED FOR WITH</b>	

FOR OWNERSHIPS OF MTML, CUTMA, AND ILUTMA: IN THE EVENT OF THE DEATH, DISABILITY, DISQUALIFICATION OR RESIGNATION OF THE CUSTODIAN, THEN \_\_\_\_\_ (NAI) BECOME SUCCESSOR CUSTODIAN.

**SIGNATURE(S) – THE UNDERSIGNED AGREE(S) TO THE TERMS STATED ON THE FACE OF THIS FORM. THE UNDERSIGNED ALSO ACKNOWLEDGE(S) RECEIPT OF A COPY AND AGREE(S) TO THE TERMS OF THE FOLLOWING DISCLOSURE(S):**

☒ Deposit Account Agreement / Funds Availability Disclosure / Electronic Funds Transfers Disclosure  
☒ First Bank Product Sheet

☐ Consumer Privacy Notice  
☒ Disclosure of Bank Charges Banking Schedule of Fees

**BACKUP WITHHOLDING CERTIFICATIONS**  
 (Check box below) **U.S. PERSONS (INCLUDING A RESIDENT ALIEN)**

1. TAXPAYER I.D. NUMBER – The Taxpayer Identification Number shown below (TIN) is my correct taxpayer identification number.

2. BACKUP WITHHOLDING – I am not subject to backup withholding either because I am exempt from backup withholding or I have not been notified that I am subject to backup withholding as a result of failure to report interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

3. I am a U.S. person (including a U.S. resident alien)

(Check box below) **NONRESIDENT ALIENS** – I am not a United States person, or if I am an individual, I am neither a citizen nor a resident of the United States.

**SIGNATURE – I certify under penalties of perjury the statements checked in this section.**

Account Relationship	Relationship	Primary ID Type / Number	SSN / Tax ID
1. Administrative Account Services, LLC	LLC	Articles Of Org 7944916	Federal
2. Lucas Asher	Auth Signer	Driver's License	Social security
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**\*BENEFICIARY DESIGNATION -**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**\*THE PROCEEDS OF THIS ACCOUNT ARE NAMED ABOVE. THIS ACCOUNT IS SUBJECT OF THIS STATE.**

**Deposits into Administrative Account Services \*7204**

<b>Bank</b>	<b>Stmt Acct #</b>	<b>Posted Date</b>	<b>Description</b>	<b>Credits</b>	<b>Category 1</b>
First Bank	*7204	5/6/20	wire	\$50,000.00	Tower Equity *4517
First Bank	*7204	5/12/20	wire	\$25,000.00	Tower Equity *4517
First Bank	*7204	5/22/20	wire	\$25,000.00	Tower Equity *4517
First Bank	*7204	6/3/20	wire	\$110,000.00	Tower Equity *4517
First Bank	*7204	6/4/20	wire	\$65,233.37	Bayside Metals
First Bank	*7204	6/9/20	wire	\$300,000.00	Tower Equity *4517
First Bank	*7204	6/10/20	wire	\$80,850.50	SDIRA Directed Trust
First Bank	*7204	6/18/20	wire	\$150,000.50	SDIRA Directed Trust
First Bank	*7204	6/24/20	deposit	\$40,000.00	Customer J.B.
First Bank	*7204	7/17/20	wire	\$155,000.00	Tower Equity *4517
First Bank	*7204	7/22/20	wire	\$30,250.00	Tower Equity *4517
First Bank	*7204	7/27/20	wire	\$53,436.91	Tower Equity *4517
First Bank	*7204	7/30/20	wire	\$50,000.00	Tower Equity *4517
First Bank	*7204	8/24/20	deposit	\$75,000.00	Customer D.S.
			<b>Total</b>	<b>\$1,209,771.28</b>	



Page: 1

Name \_\_\_\_\_  
Account No \_\_\_\_\_ Date 5-7-20  
Pay to the Order of DIRECTED IRA FBO Y [REDACTED] L [REDACTED] \$ 5,011.34  
FIVE THOUSAND AND ELEVEN <sup>34</sup>/<sub>100</sub> Dollars ☒   
FIRST BANK  
Beverly Hills  
8820 Wilshire Blvd, Suite 100  
Beverly Hills, CA 90211  
1-800-760-BANK (2269)  
www.firstbank.com  
For Metals.com liquidation *[Signature]*  
⑆081009428⑆ [REDACTED] 7204⑈

05/11/2020 99 \$5,011.34  
5250021585923

ELECTRONICALLY PRESENTED - 5/8/2020 1

PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
124002871  
FOR DEPOSIT ONLY  
DIRECTED TRUST COMPANY  
8450721009

Name \_\_\_\_\_  
Account No \_\_\_\_\_ Date 5-7-20  
Pay to the Order of DIRECTED IRA FBO L [REDACTED] 2 [REDACTED] \$ 6,017.88  
SIX THOUSAND AND SEVENTEEN <sup>88</sup>/<sub>100</sub> Dollars ☒   
FIRST BANK  
Beverly Hills  
8820 Wilshire Blvd  
Beverly Hills, CA 90211  
1-800-760-BANK (2269)  
www.firstbank.com  
For Metals.com liquidation *[Signature]*  
⑆081009428⑆ [REDACTED] 7204⑈0099

05/11/2020 99 \$6,017.88  
5250021585924

ELECTRONICALLY PRESENTED - 5/8/2020 2

PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
124002871  
FOR DEPOSIT ONLY  
DIRECTED TRUST COMPANY  
8450721009





Page: 4

Name _____	80-0942/0910 441
Account No _____	Date <u>5/11/2020</u>
Pay to the Order of <u>DIRECTED IRA FBO L [REDACTED] C [REDACTED]</u>	\$ <u>5,017.04</u>
<u>FIVE THOUSAND AND SEVENTEEN</u> <sup>04</sup> / <sub>100</sub>	Dollars
Beverly Hills 9145 Wilshire Blvd Beverly Hills, CA 90210 1-800-700-BANK (2268) www.firstbank.com	
For <u>Metals.com liquidation</u> <i>[Signature]</i>	
⑆08 10094 28⑆ [REDACTED] 7204 0099	

05/22/2020 99 \$5,017.04  
5250021773210

ELECTRONICALLY PRESENTED - 5/21/2020 1	PAY TO THE ORDER OF WELLS FARGO BANK, N.A. 124002971 FOR DEPOSIT ONLY DIRECTED TRUST COMPANY 8450721009
--	--

Name _____	80-0942/0910 441
Account No _____	Date <u>5/14/2020</u>
Pay to the Order of <u>DIRECTED IRA FBO C [REDACTED] A [REDACTED]</u>	\$ <u>1,016.64</u>
<u>ONE THOUSAND AND SIXTEEN</u> <sup>64</sup> / <sub>100</sub>	Dollars
Beverly Hills 9145 Wilshire Blvd Beverly Hills, CA 90210 1-800-700-BANK (2268) www.firstbank.com	
For <u>Metals.com liquidation</u> <i>[Signature]</i>	
⑆08 10094 28⑆ [REDACTED] 7204 0099	

05/22/2020 99 \$1,016.64  
5250021773211

ELECTRONICALLY PRESENTED - 5/21/2020 2	PAY TO THE ORDER OF WELLS FARGO BANK, N.A. 124002971 FOR DEPOSIT ONLY DIRECTED TRUST COMPANY 8450721009
--	--



Page: 9

**ADMINISTRATIVE ACCOUNT SERVICES, LLC**  
 8383 WILSHIRE BLVD # 700  
 BEVERLY HILLS, CA 90211

104  
 80-0842/0810  
 441

6/9/2020

Pay to the Order of STRATA TRUST FBO M [REDACTED] M [REDACTED] \$ 10,166.76

TEN THOUSAND ONE HUNDRED SIXTY SIX 76 100 dollars

for Act # 20 [REDACTED]

06/12/2020 104 \$10,166.76  
 5250022072765

PAY TO THE ORDER OF  
 HORIZON BANK, SSB  
 AUSTIN, TX 78701-2863  
 111907940  
 FOR DEPOSIT ONLY  
 STRATA TRUST COMPANY  
 CUSTODIAL ACCOUNT

**ADMINISTRATIVE ACCOUNT SERVICES, LLC**  
 8383 WILSHIRE BLVD # 700  
 BEVERLY HILLS, CA 90211

103  
 80-0842/0810  
 441

6/11/2020

Pay to the Order of MADISON TRUST COMPANY FBO [REDACTED] B [REDACTED] \$ 97,951.80

NINETY SEVEN THOUSAND NINE HUNDRED FIFTY ONE 80 100 dollars

for Act # M [REDACTED]

06/15/2020 103 \$97,951.80  
 5250022095536

FOR DEPOSIT ONLY  
 MADISON TRUST COMPANY, INC.  
 CHECK BOX FOR FORTIFERRENT DEPOSIT  
 (INTERNET CERTIFICATES OF DEPOSIT)

065000090  
 CAPITAL ONE, NA  
 0052597938 0612202  
 RICHMOND, VA 059 21  
 Deposit 7527846263



Page: 38

<b>ADMINISTRATIVE ACCOUNT SERVICES, LLC</b> 8383 WILSHIRE BLVD # 700 BEVERLY HILLS, CA 90211		151 80 0942/0810 441
1167135 Sale SNLHPS222		8/6/2020 Date
Pay to the Order of NPTCO FBO J [REDACTED] U [REDACTED]		\$ 6,606.66
Six THOUSAND SIX HUNDRED AND SIX <sup>66</sup> / <sub>100</sub>		dollars
Beverly Hills 8820 Wilshire Blvd, Suite 100 Beverly Hills, CA 90211 1-800-780-BANK www.firstbank.com		for #1 [REDACTED]
MICR: ⑆081009428⑆ [REDACTED] 7204⑈ 0151		Signature

08/13/2020 151 \$6,606.66  
 5250022984657

[REDACTED]		<input type="checkbox"/> CHECK <input type="checkbox"/> DEPOSIT
[REDACTED]		80,000.00 Daniel, CA 10/20/2019 [REDACTED]
[REDACTED]		[REDACTED]

<b>ADMINISTRATIVE ACCOUNT SERVICES, LLC</b> 8383 WILSHIRE BLVD # 700 BEVERLY HILLS, CA 90211		150 80 0942/0810 441
8/6/2020 Date		8/6/2020
Pay to the Order of Directed Trust FBO L [REDACTED] R [REDACTED]		\$ 15,008.66
Fifteen Thousand and Eight <sup>66</sup> / <sub>100</sub>		dollars
Beverly Hills 8820 Wilshire Blvd, Suite 100 Beverly Hills, CA 90211 1-800-780-BANK www.firstbank.com		for Acct # 2 [REDACTED]
MICR: ⑆081009428⑆ [REDACTED] 7204⑈ 0150		Signature

08/13/2020 150 \$15,008.66  
 5250022986255

ELECTRONICALLY PRESENTED - 8/12/2020	
PAY TO THE ORDER OF WELLS FARGO BANK, N.A. 124002871 FOR DEPOSIT ONLY DIRECTED TRUST COMPANY 8450721009	



# **ATTACHMENT Q**

**Wells Fargo Account \*9138  
Account Documents**

# Business Account Application

**WELLS  
FARGO**

Bank Name: WELLS FARGO BANK, N.A.		Store Name: SANTA MONICA	
Banker Name: JASMINE CHATTON		Officer/Portfolio Number: B6206	Date: 11/13/2014
Banker Phone: 310/393-0443	Store Number: 04389	Banker AU: 0000610	Banker MAC: E2114-011

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**New Account Information**☒ New Deposit Account(s) Only☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name: Gold Business Services Package			Purpose of Account 1: General Expense	
COD: 114	Product: DDA	Account Number: [REDACTED] 9138	Opening Deposit: \$50.00	Type of Funds: CACK

Account 2 Product Name: Business Market Rate Savings			Purpose of Account 2: General Expense	
COD: 114	Product: DDA	Account Number: [REDACTED] 8592	Opening Deposit: \$50.00	Type of Funds: CACK

New Account Kit: Printed	Checking/Savings Bonus Offer Available: YES	Bonus Offer Code: bzdvl4
-----------------------------	--	-----------------------------

**Related Customer Information**

Customer 1 Name: FIRST AMERICAN ESTATE & TRUST LLC		Account Relationship: Sole Owner
Enterprise Customer Number (ECN): [REDACTED]		
Customer 2 Name: SIMON BATASHVILI		Account Relationship: Signer
Enterprise Customer Number (ECN): 405271112034261		
Customer 3 Name: PEREZ BATASHVILI		Account Relationship: Signer
Enterprise Customer Number (ECN): [REDACTED]		

**Checking/Savings Statement Mailing Information**

## Business Account Application

Name(s) and Information Listed on Statement: FIRST AMERICAN ESTATE & TRUST LLC		Statement Mailing Address: 11360 WATERFORD ST	
		Address Line 2:	
		City: LOS ANGELES	State: CA
		ZIP/Postal Code: 90049-3437	Country: US

**Customer 1 Information**

Customer Name: FIRST AMERICAN ESTATE & TRUST LLC		Street Address: 11360 WATERFORD ST	
Enterprise Customer Number (ECN): [REDACTED]		Address Line 2:	
Account Relationship: Sole Owner		Address Line 3:	
Taxpayer Identification Number (TIN): [REDACTED]		City: LOS ANGELES	State: CA
TIN Type: EIN		ZIP/Postal Code: 90049-3437	Country: US
Business Type: Limited Liability Company			
Business Sub-Type/Tax Classification:		Business Phone: [REDACTED]	Fax: [REDACTED]
Non-Profit: No			
Date Originally Established: 10/16/2013	Current Ownership Since: [REDACTED]	Number of Employees: 1	Cellular Phone: [REDACTED]
Annual Gross Sales: \$0.00	Year Sales Reported: 12/30/2013	Fiscal Year End:	Pager:
Primary Financial Institution:		e-Mail Address:	
Number of Locations: 1		Website:	
Primary State 1:	Primary State 2:	Primary State 3:	Sales Market: LOCAL
Primary Country 1:	Primary Country 2:	Primary Country 3:	
Industry: Professional, Scientific, and Technical Services			
Description of Business: consulting			
Major Suppliers/Customers:			

**Bank Use Only**

Name/Entity Verification: Articles of Organization		Address Verification: NONE		BACC Reference Number: 6143170001778	
Document Filing Number/Description: 5415944	Filing Country: US	Filing State: CA	Filing Date: 10/16/2013	Expiration Date:	
Country of Registration: US	State of Registration: CA	International Transactions:		Check Reporting: NO RECORD	

Customer 1 Name: FIRST AMERICAN ESTATE & TRUST LLC	Internet Gambling Business?: No
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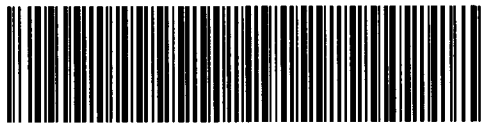
## Business Account Application

**Owner/Key Individual 1 Information**

Customer Name: SIMON BATASHVILI			Residence Address: 11360 WATERFORD ST	
Business Relationship: Owner with Control of the Entity			Address Line 2:	
Position/Title: OWNER	Date of Birth: [REDACTED] 79	Enterprise Customer Number (ECN): [REDACTED]	Address Line 3:	
Taxpayer Identification Number (TIN): [REDACTED]	TIN Type: SSN		City: LOS ANGELES	State: CA
Primary ID Type: DLIC	Primary ID Description: [REDACTED]		ZIP/Postal Code: 90049-3437	Country: US
Primary ID St/Ctry/Prov: CA	Primary ID Issue Date: 01/13/2012	Primary ID Expiration Date: 08/11/2017	Check Reporting: NO RECORD	
Secondary ID Type: OTHR CC	Secondary ID Description: AMEX			
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 08/30/2016		
Country of Citizenship: US	Permanently Resides in US:			

**Owner/Key Individual 2 Information**

Customer Name: PEREZ BATASHVILI			Residence Address: 264 S DOHENY DR APT 2	
Business Relationship: Owner with Control of the Entity			Address Line 2:	
Position/Title: OWNER	Date of Birth: [REDACTED] 80	Enterprise Customer Number (ECN): [REDACTED]	Address Line 3:	
Taxpayer Identification Number (TIN): [REDACTED]	TIN Type: SSN		City: BEVERLY HILLS	State: CA
Primary ID Type: DLIC	Primary ID Description: [REDACTED]		ZIP/Postal Code: 90211-2598	Country: US
Primary ID St/Ctry/Prov: CA	Primary ID Issue Date: 02/10/2012	Primary ID Expiration Date: 08/20/2016	Check Reporting: NO RECORD	
Secondary ID Type: OTHR DC	Secondary ID Description: CHASE			
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 08/30/2016		
Country of Citizenship: US	Permanently Resides in US:			





## Business Account Application

**Certificate of Authority**

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Bank deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.**
- B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
- (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
  - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
  - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
  - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
- (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
  - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
  - (3) the signature of the Customer, if the Customer is a sole proprietor.

**Certified/Agreed To**

Owner/Key Individual 1 Name  
SIMON BATASHVILI

Position/Title:  
OWNER

Owner/Key Individual 1 Signature



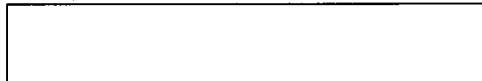
- ☒ Submit manually  
☐ Signature not required

Date:  
11/13/2014

Owner/Key Individual 2 Name  
PEREZ BATASHVILI

Position/Title:  
OWNER

Owner/Key Individual 2 Signature



- ☒ Submit manually  
☐ Signature not required

Date:  
11/13/2014



Business Account Application

**Request for Taxpayer Identification Number and Certification**

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends). ☐ I am subject to backup withholding ☐ I am exempt from backup withholding
3. I am a U.S. citizen or other U.S. person.
4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

**Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**Tax Responsible Customer Name:  
FIRST AMERICAN ESTATE & TRUST LLCTaxpayer Identification Number (TIN):  
[REDACTED]

TIN Certification Signature:

- ☒
- Submit manually
- 
- ☐
- Signature not required

Date:  
[REDACTED]**Authorized Signers - Signature Capture**Authorized Signer 1 Name  
SIMON BATASHVILIPosition/Title:  
OWNER

Authorized Signer 1 Signature

- ☒
- Submit manually
- 
- ☐
- Signature not required

Date:  
11/13/2014Authorized Signer 2 Name  
PEREZ BATASHVILIPosition/Title:  
OWNER

Authorized Signer 2 Signature

- ☒
- Submit manually
- 
- ☐
- Signature not required

Date:  
11/13/2014

BBG2307 (5-14 SVP)

2W02-000693610844-05

Page 5 of 5  
Wells Fargo Confidential

**Deposits into Wells Fargo Account \*9138**

<b>Bank</b>	<b>Stmt Acct #</b>	<b>Posted Date</b>	<b>Description</b>	<b>Credits</b>	<b>From:</b>
Wells Fargo	*9138	3/4/20	wire from	\$100,000.00	Barrick Capital *6672
Wells Fargo	*9138	3/11/20	wire from	\$77,106.27	Barrick Capital *6672
Wells Fargo	*9138	3/20/20	wire from	\$500,000.00	Barrick Capital *6672
Wells Fargo	*9138	3/23/20	wire from	\$500,000.00	Barrick Capital *6672
Wells Fargo	*9138	3/25/20	wire from	\$750,000.00	Barrick Capital *6672
Wells Fargo	*9138	3/26/20	wire from	\$175,000.00	Barrick Capital *6672
Wells Fargo	*9138	4/9/20	wire from	\$250,000.00	Barrick Capital *9973
Wells Fargo	*9138	4/15/20	wire from	\$400,000.00	Barrick Capital *6672
Wells Fargo	*9138	4/15/20	wire from	\$82,678.10	Barrick Capital *6672
Wells Fargo	*9138	4/20/20	wire from	\$25,000.00	Barrick Capital *6672
Wells Fargo	*9138	5/1/20	transfer from	\$100,000.00	Barrick Capital *9973
Wells Fargo	*9138	5/8/20	transfer from	\$250,000.00	Barrick Capital *9973
Wells Fargo	*9138	5/18/20	transfer from	\$200,000.00	Barrick Capital *9973
Wells Fargo	*9138	6/1/20	transfer from	\$60,000.00	Barrick Capital *9973
Wells Fargo	*9138	6/15/20	transfer from	\$500,000.00	Barrick Capital *9973
Wells Fargo	*9138	6/29/20	wire from	\$50,000.00	Barrick Capital *9973
Wells Fargo	*9138	6/30/20	wire from	\$25,000.00	Barrick Capital *9973
			<b>Total</b>	<b>\$4,044,784.37</b>	

# ATTACHMENT R

**Wells Fargo Account \*4509  
Account Documents**

# Business Account Application

**WELLS  
FARGO**

Bank Name: WELLS FARGO BANK, N.A.		Branch Name: MIRACLE MILE	
Banker Name: ARAD TOUSHKAN		Officer/Portfolio Number: CA379	Date: 03/17/2020
Banker Phone: 323/302-9550	Branch Number: 04388	Banker AU: 0000609	Banker MAC: E2018-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**New Account Information**☒ New Deposit Account(s) Only☐ New Deposit Account(s) and Business Credit Card

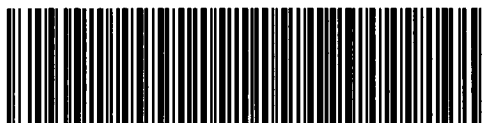
Account 1 Product Name: Wells Fargo Simple Business Checking			Purpose of Account 1: General Operating Account	
COID: 114	Product: DDA	Account Number: [REDACTED] 4509	Opening Deposit: \$25.00	Type of Funds: CAK
New Account Kit: simonbatashvili@gmail.com			Checking/Savings Bonus Offer Available: YES	Bonus Offer Code: 4GY98S

**Related Customer Information**

Customer 1 Name: TOWER ESTATES INC		Account Relationship: Sole Owner
Enterprise Customer Number (ECN): [REDACTED]		
Customer 2 Name: SIMON BATASHVILI		Account Relationship: Signer
Enterprise Customer Number (ECN): [REDACTED]		

**Checking/Savings Statement Mailing Information**

Name(s) and Information Listed on Statement: TOWER ESTATES INC	Statement Mailing Address: 321 DALEHURST AVE	
	Address Line 2:	
	City: LOS ANGELES	State: CA
	ZIP/Postal Code: 90024-2511	Country: US



2W02-001202203763-01

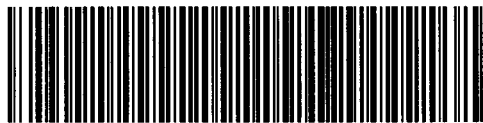
## Business Account Application

**Customer 1 Information**

Customer Name: TOWER ESTATES INC			
Enterprise Customer Number (ECN): [REDACTED]		Street Address: 321 DALEHURST AVE	
Account Relationship: Sole Owner		Address Line 2:	
Taxpayer Identification Number (TIN): [REDACTED]		Address Line 3:	
TIN Type: EIN			
Business Type: Corporation Type C		City: LOS ANGELES	State: CA
Business Sub-Type/Tax Classification: Corporation		Non-Profit: No	ZIP/Postal Code: 90024-2511
		Country: US	
Date Originally Established: 09/12/2017	Current Ownership Since:	Number of Employees: 3	Business Phone: [REDACTED]
			Fax:
Annual Gross Sales: \$250,000.00	Year Sales Reported: 12/31/2019	Fiscal Year End:	Cellular Phone:
			Pager:
Primary Financial Institution:		Number of Locations: 3	e-Mail Address:
Primary State 1: WY	Primary State 2:	Primary State 3:	Website:
Primary Country 1:	Primary Country 2:	Primary Country 3:	Sales Market: NATIONAL
Industry: Real Estate, Rental and Leasing			
Description of Business: MANAGMENTREAL ESTATE			
Major Suppliers/Customers:			

**Bank Use Only**

Name/Entity Verification: Secretary of State		Address Verification: NONE	
BACC Reference Number: 6200770001205			
Document Filing Number/Description: 2017000768422	Filing Country: US	Filing State: WY	Filing Date: 09/12/2017
			Expiration Date:
Country of Registration: US	State of Registration: WY	International Transactions:	Check Reporting: NO RECORD



## Business Account Application

**Owner/Key Individual 1 Information**

Customer Name: SIMON BATASHVILI			Residence Address: 11360 WATERFORD ST	
Business Relationship: Owner with Control of the Entity			Address Line 2:	
Position/Title:	Date of Birth: [REDACTED] 79	Percent of Ownership: 100.0	Address Line 3:	
Enterprise Customer Number (ECN): [REDACTED]			City: LOS ANGELES	State: CA
Taxpayer Identification Number (TIN): [REDACTED]		TIN Type: SSN	ZIP/Postal Code: 90049-3437	Country: US
Primary ID Type: DLIC	Primary ID Description: B9766586		Country of Citizenship: US	Permanently Resides in US:
Primary ID St/Ctry/Prov: CA	Primary ID Issue Date: 01/13/2012	Primary ID Expiration Date: 08/11/2021	Check Reporting: NO RECORD	
Secondary ID Type: OTHR CC	Secondary ID Description: AMERICAN EXPRESS 6024			
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 08/01/2023		



## Business Account Application

**Certificate of Authority**

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Wells Fargo Bank, N.A. ("Bank") deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.**
- B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
- (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
  - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
  - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
  - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
- (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
  - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
  - (3) the signature of the Customer, if the Customer is a sole proprietor.

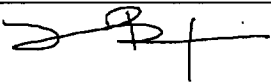
**Certified/Agreed To**

Owner/Key Individual 1 Name

SIMON BATASHVILI

Position/Title:

Owner/Key Individual 1 Signature



- ☐ Submit manually  
☐ Signature not required

Date:

03/17/2020





Business Account Application

**Request for Taxpayer Identification Number and Certification**

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends). ☐ I am subject to backup withholding ☐ I am exempt from backup withholding
3. I am a U.S. citizen or other U.S. person.
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Does not apply to U.S. based accounts)

**Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**


Tax Responsible Customer Name:

TOWER ESTATES INC

Taxpayer Identification Number (TIN):

[REDACTED]

TIN Certification Signature:



- ☐ Submit manually  
☐ Signature not required

Date:

03/17/2020

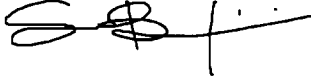
**Authorized Signers - Signature Capture**

Authorized Signer 1 Name

SIMON BATASHVILI

Position/Title:

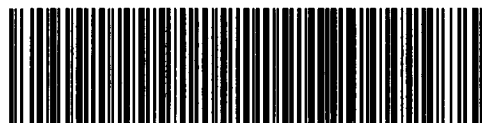
Authorized Signer 1 Signature



- ☐ Submit manually  
☐ Signature not required

Date:

03/17/2020



BBG2307 (12-18 SVP)

2W02-001202203763-05

Page 5 of 5  
Wells Fargo Confidential

**Deposits into Tower Estates Account \*4509**

<b>Bank</b>	<b>Stmt Acct #</b>	<b>Posted Date</b>	<b>Description</b>	<b>Credits</b>	<b>Deposit From</b>
Wells Fargo	*4509	3/20/20	deposit	\$500,000.00	Tower Estates at BofA
Wells Fargo	*4509	3/20/20	transfer	\$500,000.00	First American Estate *9138
Wells Fargo	*4509	3/24/20	wire	\$5,000.00	Tower Estates at BofA
Wells Fargo	*4509	3/24/20	wire	\$225,000.00	Tower Estates at BofA
Wells Fargo	*4509	3/25/20	transfer	\$500,000.00	First American Estate *9138
Wells Fargo	*4509	4/24/20	transfer	\$54,000.00	First American Estate *9138
Wells Fargo	*4509	5/4/20	transfer	\$100,000.00	First American Estate *9138
Wells Fargo	*4509	6/15/20	transfer	\$400,000.00	First American Estate *9138
			<b>Total</b>	<b>\$2,284,000.00</b>	

# ATTACHMENT S

**Opus Bank Account \*9389  
Account Documents**

**DECLARATION CONCERNING FINANCIAL INSTITUTION RECORDS  
UNDER SECTION 1561 OF THE CALIFORNIA EVIDENCE CODE**

The undersigned officer of Opus Bank ("Financial Institution"), having been duly authorized to make this declaration, declares on behalf of Financial Institution:

She is a duly authorized custodian of Financial Institution's records, as to which she is qualified to testify and authorized to certify;

She has read the subpoena described on the envelope or wrapper with which this Declaration is enclosed, and made or caused to be made a diligent search for all such records at the office of Financial Institution upon which the subpoena was served.

The copies of records enclosed herewith and identified below are copies of all records described in the subpoena and found at the office of Financial Institution in the ordinary course of business at or near the time of the act, condition or event so recorded.

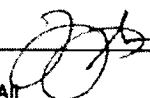
Cancelled checks, Commercial and corresponding documentation, deposits and offsets, Wires, Account Statements, and Signature Card.

The mode of preparation of the records identified above was as follows:

Saved electronically and sent via secured FTP File link.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on 5/11/20, at 211 E Ocean Blvd, Suite 110, Long Beach, California.

  
Jill Alt

VP, Banking Services Manager

**Account Agreement**Date: 12/27/2017

OPUS BANK 192 N Canon Drive Beverly Hills, CA 90210	
Name	LUCAS ASHER
Relationship	Signer
Address	201 Ocean Ave Santa Monica, CA 90402
Mailing Address (if different)	
Gov't Issued Photo ID (type, number, state, issue date, exp date)	DRIVERS LICENSE [REDACTED] CA 8/29/2017 6/6/2022
Other ID (description, details)	CREDIT CARD 9728 MC CA 11/30/2022
Employer	tower holdings owner
Previous Financial Inst	bank of america

**Internal Use****Account Title & Address**

TOWER HOLDINGS, INC.

8383 Wilshire Blvd Ste 412  
Beverly Hills, CA 90211Enter Non-Individual Owner Information on page 2. There is additional  
Owner/Signer Information space on page 2.☐ If checked, this is a temporary account agreement.Number of signatures required for withdrawal: One**Signature(s)**

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally a

[REDACTED]	
Name	
Relationship	

[REDACTED]	
Name	TOWER HOLDINGS, INC.
State/Country & Date	WYOMING 05/26/2017

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

**Account Agreement**

Date: \_\_\_\_\_

<b>Internal Use</b>	
<b>Account Title &amp; Address</b>	
<b>Name</b>	
<b>Relationship</b>	
<b>Address</b>	
<b>Mailing Address (if different)</b>	
<b>Gov't Issued Photo ID (type, number, state, issue date, exp. date)</b>	
<b>Other ID (description, details)</b>	
<b>Employer</b>	
<b>Previous Financial Inst.</b>	
<b>E-Mail</b>	
<b>Work Phone</b>	
<b>Home Phone</b>	<b>Mobile Phone</b>
<b>Birth Date</b>	<b>SSN/TIN</b>
The specified ownership will remain the same for all accounts. <input type="checkbox"/> Individual <input type="checkbox"/> Joint Account <input type="checkbox"/> Joint - Spouses (With right of survivorship) <input type="checkbox"/> Community Property (Spouses) <input type="checkbox"/> Tenancy in Common  <input type="checkbox"/> Sole Proprietorship or Single Member LLC <input type="checkbox"/> Partnership <input type="checkbox"/> LLC-enter tax classification ( <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Partnership) <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> _____ <input type="checkbox"/> Trust-Separate Agreement Dated: _____ <input type="checkbox"/> _____	
<b>Beneficiary Designation</b>	
(Check appropriate ownership above.)	
<input type="checkbox"/> Totten Trust <input type="checkbox"/> Pay-On-Death (POD) <input type="checkbox"/> _____	
<b>Beneficiary Name(s), Address(es), and SSN(s)</b>	
(Check appropriate beneficiary designation above.)	

**Internal Use****Account Title & Address**

Enter Non-Individual Owner Information on page 2. There is additional Owner/Signer Information space on page 2.

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: \_\_\_\_\_.

**Signature(s)**

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☐ Terms & Conditions    ☐ Truth in Savings    ☐ Funds Availability  
☐ Electronic Fund Transfers    ☐ Privacy    ☐ Substitute Checks  
☐ Common Features    ☐ \_\_\_\_\_

☐ Authorized Signer (See Owner/Signer Information for Authorized Signer designation(s).)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

- (1): [ X ]  
 I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_
- (2): [ X ]  
 I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_
- (3): [ X ]  
 I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_
- (4): [ X ]  
 I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name		
Relationship		
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone	Mobile Phone:	
Birth Date	SSN/TIN:	

Name		
Relationship		
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone	Mobile Phone:	
Birth Date	SSN/TIN:	

Name		
Relationship		
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone	Mobile Phone:	
Birth Date	SSN/TIN:	

**Important Account Opening Information.** Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Signature Card-CA  
Bankers Systems™ VMP®  
Wolters Kluwer Financial Services © 2015

Name		
State/Country & Date of Organization		
Nature of Business		
Address		
Mailing Address (if different)		
Authorization/Resolution Date		
Previous Financial Inst.		
E-Mail		
Phone		
EBN	Mobile Phone:	

Account Description	Account #	Initial Deposit/Source
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check

☐ ATM ☐ Debit/Check Cards (No. Requested: \_\_\_\_\_)

☐ \_\_\_\_\_ ☐ \_\_\_\_\_

☐ \_\_\_\_\_ ☐ \_\_\_\_\_

(If not a "U.S. Person", certify foreign status separately)

☐ By signing signature field (1) on this document, I certify under penalties of perjury that the statements made in this section are true and that I am a U.S. citizen or other U.S. person (as defined in the instructions).

☐ **Taxpayer I.D. Number - TIN:** \_\_\_\_\_  
The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☐ **Backup Withholding.** I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) \_\_\_\_\_

**FATCA Code.** The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

MPMP-LAZ-CA 7/1/2016  
Page 2 of 2



**Deposits into Tower Holdings Account \*9389**

Bank	Stmt Acct #	Posted Date	Description	Credits	Reference #
Opus	*9389	12/29/17	wire	\$25,000.00	Chase Metals *4024
Opus	*9389	1/29/18	wire	\$30,000.00	Chase Metals *4024
Opus	*9389	2/8/18	wire	\$85,000.00	Chase Metals *4024
Opus	*9389	2/6/18	deposit	\$85,000.00	Chase Metals *4024
Opus	*9389	4/5/20	deposit	\$40,000.00	Chase Metals *4024
Opus	*9389	5/8/20	deposit	\$40,000.00	Chase Metals *4024
Opus	*9389	6/1/18	deposit	\$45,000.00	Chase Metals *4024
Opus	*9389	6/25/18	wire	\$65,000.00	Chase Metals *4024
Opus	*9389	7/13/18	wire	\$29,000.00	Chase Metals *4024
Opus	*9389	8/6/18	wire	\$65,000.00	Chase Metals *4024
Opus	*9389	8/13/18	wire	\$20,000.00	Chase Metals *4024
Opus	*9389	8/29/13	wire	\$45,000.00	Chase Metals *4024
Opus	*9389	9/25/18	wire	\$45,000.00	Chase Metals *4024
Opus	*9389	10/10/18	wire	\$30,000.00	Chase Metals *4024
Opus	*9389	10/26/18	wire	\$45,000.00	Chase Metals *4024
Opus	*9389	11/1/18	wire	\$25,000.00	Chase Metals *4024
Opus	*9389	11/9/18	wire	\$20,000.00	Chase Metals *4024
Opus	*9389	11/21/18	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	12/5/18	wire	\$55,000.00	TMTE Inc *4024
Opus	*9389	1/7/19	wire	\$50,000.00	TMTE Inc *4024
Opus	*9389	1/11/19	wire	\$45,000.00	TMTE Inc *4024
Opus	*9389	1/23/19	wire	\$25,000.00	TMTE Inc *4024
Opus	*9389	2/7/19	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	2/14/19	wire	\$25,000.00	TMTE Inc *4024
Opus	*9389	2/28/19	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	3/11/19	wire	\$45,000.00	TMTE Inc *4024
Opus	*9389	3/25/19	wire	\$35,000.00	TMTE Inc *4024
Opus	*9389	4/5/19	wire	\$45,000.00	TMTE Inc *4024
Opus	*9389	4/11/19	wire	\$45,000.00	TMTE Inc *4024
Opus	*9389	4/23/19	wire	\$45,000.00	TMTE Inc *4024
Opus	*9389	4/25/19	wire	\$75,000.00	TMTE Inc *4024
Opus	*9389	5/8/19	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	5/15/19	wire	\$20,000.00	TMTE Inc *4024
Opus	*9389	5/30/19	wire	\$10,000.00	TMTE Inc *4024
Opus	*9389	6/3/19	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	6/10/19	wire	\$29,000.00	TMTE Inc *4024
Opus	*9389	6/14/19	wire	\$35,000.00	TMTE Inc *4024
Opus	*9389	6/27/19	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	7/2/19	wire	\$20,000.00	TMTE Inc *4024
Opus	*9389	7/11/19	wire	\$30,000.00	TMTE Inc *4024
Opus	*9389	7/16/19	wire	\$70,000.00	TMTE Inc *4024
			<b>Total</b>	<b>\$1,623,000.00</b>	

# **ATTACHMENT T**

**JPMChase Account \*6901  
Account Documents**

**DECLARATION**

**Case No. : SB1149082-F1**

Tamara E Wooddall certifies and declares as follows:

1. I am over the age of 18 years and not a party to this action.
2. My business address is 14800 Frye Road, Fort Worth, Texas 76155.
3. I am a Doc Review Sr Specialist II and Custodian of Records for JPMorgan Chase Bank, N.A. (hereinafter referred to as the "Bank") in the National Subpoena Processing Department located in Fort Worth, Texas.
4. Based on my knowledge of the Bank's business records practices and procedures, the enclosed records are a true and correct copy of the original documents kept by the Bank in the ordinary course of business.
5. Based on my knowledge of the Bank's business records practices and procedures, the records were made at or near the time of the occurrence of the matters set forth in the records by, or from information transmitted by a person with knowledge of those matters.
6. It is the regular practice of the Bank to make such a record of transactions in the ordinary course of business.

I declare under penalty of perjury, under the laws of the State of Texas, that the foregoing is true and correct.

Dated: 07/24/2020

By: 

Tamara E Wooddall  
Doc Review Sr Specialist II  
JPMORGAN CHASE BANK, N.A.

SUBP52a

SB1149082-F1

**CHASE****Business Signature Card**ACCOUNT TITLE ("DEPOSITOR")  
BEST NEW, INC.ACCOUNT NUMBER 6901  
ACCOUNT TYPE Chase Platinum Business Checking  
TAXPAYER ID NUMBER  
DATE OPENED 07/25/2019  
FORM OF BUSINESS S-Corporation  
ISSUED BY JPMorgan Chase Bank, N.A. (703)  
La Cienega - 741010  
KAYLEEN TRINH  
(310) 657-8437  
07/25/2019BUSINESS ADDRESS  
8383 WILSHIRE BLVD STE 700  
BEVERLY HILLS, CA 90211-2407

PRIMARY ID TYPE	PRIMARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
Website Documentation		WY	12/03/2018	
SECONDARY ID TYPE	SECONDARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
None				

**ACKNOWLEDGEMENT** - By signing this Signature Card, the Depositor agrees to open a deposit account at JPMorgan Chase Bank, N.A. (the "Bank"). The Depositor represents and warrants that (i) the signatures appearing below are genuine or facsimile signatures of the person(s) authorized to transact business and (ii) all necessary actions or formalities, where necessary, have been taken to authorize the named person(s) to do so. The Bank is entitled to rely on the authority of the named person(s) until written revocation of such authority is received by the Bank. The Depositor certifies that the information provided to the Bank is true to the best of its knowledge and authorizes the Bank, at its discretion, to obtain credit reports on the Depositor. The Depositor acknowledges receipt of the Bank's Deposit Account Agreement or other applicable account agreement, which include all provisions that apply to this deposit account, and other agreements and service terms for account analysis and other treasury management services if applicable, and agree to be bound by the terms and conditions contained therein as amended from time to time.

\*\* When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, email or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

PRINTED NAME	TELEPHONE NUMBER	TAXPAYER ID #	TITLE	DATE	SIGNATURE
1) LUCAS ASHER			President	7-25-19	<i>Lucas Asher</i>
2)					
3)					
4)					



Page 1 of 1

M1207-01-13-C6 (3/14 v3)



SB1149082-F1

1

160

**Deposits into Best New Account \*6901**

<b>Bank</b>	<b>Stmt Acct #</b>	<b>Posted Date</b>		<b>Credits</b>	<b>Deposits From:</b>
JPMChase	*6901	3/2/20	wire	\$40,000.00	Barrick Capital BofA *6672
JPMChase	*6901	3/9/20	wire	\$20,000.00	Barrick Capital BofA *6672
JPMChase	*6901	3/16/20	wire	\$10,000.00	Barrick Capital BofA *6672
JPMChase	*6901	3/20/20	wire	\$17,000.00	Barrick Capital BofA *6672
JPMChase	*6901	3/31/20	wire	\$49,000.00	First American Estate and Trust *9138
JPMChase	*6901	4/9/20	wire	\$13,000.00	Barrick Capital BofA *6672
JPMChase	*6901	4/16/20	wire	\$12,000.00	Tower Equity *7454
JPMChase	*6901	4/23/20	wire	\$10,000.00	Tower Equity *4517
JPMChase	*6901	4/29/20	wire	\$55,000.00	Barrick Capital *9973
JPMChase	*6901	5/5/20	wire	\$14,000.00	Barrick Capital *9973
JPMChase	*6901	5/12/20	wire	\$14,000.00	First American Estate and Trust *9138
JPMChase	*6901	5/19/20	wire	\$17,000.00	Barrick Capital *9973
JPMChase	*6901	5/29/20	wire	\$60,000.00	Tower Equity *4517
JPMChase	*6901	6/4/20	wire	\$10,000.00	Tower Equity *4517
JPMChase	*6901	6/12/20	wire	\$13,000.00	Barrick Capital *9973
JPMChase	*6901	6/18/20	wire	\$13,000.00	Barrick Capital *9973
JPMChase	*6901	6/23/20	wire	\$15,000.00	Barrick Capital *9973
JPMChase	*6901	6/30/20	wire	\$60,000.00	Barrick Capital *9973
			<b>Total</b>	<b>\$442,000.00</b>	

# **ATTACHMENT U**

## **Payments to American Express**

Bank	Stmt Acct #	Posted Date	Description	Debits	Category 1	Category 2
One West	#9387	9/5/17	Debit	\$35,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	9/11/17	Debit	\$84,190.98	American Express	Chase Metals *41003
One West	#9387	9/18/17	Debit	\$15,500.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	9/21/17	Debit	\$100,000.00	American Express	Chase Metals *41003
One West	#9387	9/28/17	Debit	\$15,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	10/4/17	ACH Debit	\$200,763.78	American Express	Chase Metals *41003
One West	#9387	10/6/17	ACH Debit	\$15,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	10/23/17	ACH Debit	\$15,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	11/1/17	ACH Debit	\$1,500.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	11/2/17	ACH Debit	\$150,000.00	American Express	Chase Metals *41003
One West	#9387	11/3/17	ACH Debit	\$15,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	11/15/17	ACH Debit	\$15,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	11/17/17	ACH Debit	\$5,000.00	American Express	Fainche MacCarthy/Simon Batashvili
One West	#9387	11/24/17	ACH Debit	\$10,000.00	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/20/17	Internet Payment	\$300,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/28/17	Internet Payment	\$26,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/29/17	(EFT) Debit	\$20,580.40	American Express	Chase Metals *41003
BofA	# 4024	12/1/17	(EFT) Debit	\$201,730.34	American Express	Chase Metals *41003
BofA	# 4024	12/18/17	Internet Payment	\$50.00	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/29/17	Internet Payment	\$209,181.71	American Express	Chase Metals *41003
BofA	# 4024	1/10/18	Internet Payment	\$95,981.40	American Express	Chase Metals *41003
BofA	# 4024	1/22/18	Internet Payment	\$1,500.00	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	1/24/18	Internet Payment	\$84,684.51	American Express	Chase Metals *41003
BofA	# 4024	1/30/18	Internet Payment	\$10,000.00	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/8/18	Wire Out	\$10,000.00	American Express	American Express unknown account
BofA	# 4024	2/14/18	Internet Payment	\$25,116.02	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/15/18	Internet Payment	\$2,000.00	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/21/18	Internet Payment	\$188,232.74	American Express	Chase Metals *41003
BofA	# 4024	2/22/18	Internet Payment	\$9,821.00	American Express	Chase Metals *41003
BofA	# 4024	2/22/18	Internet Payment	\$80,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/26/18	Internet Payment	\$20,308.06	American Express	Chase Metals *41003
BofA	# 4024	2/26/18	Internet Payment	\$7,605.05	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/3/18	(EFT) Debit	\$34,149.00	American Express	Chase Metals *41003
BofA	# 4024	3/3/18	Internet Payment	\$66,181.74	American Express	Chase Metals *41003
BofA	# 4024	3/7/18	Internet Payment	\$95,160.30	American Express	Chase Metals *41003
BofA	# 4024	3/7/18	Internet Payment	\$4,819.85	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/8/18	Internet Payment	\$5,694.54	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/14/18	Internet Payment	\$31,956.80	American Express	Chase Metals *41003
BofA	# 4024	3/19/18	Internet Payment	\$69,916.37	American Express	Chase Metals *41003
BofA	# 4024	3/21/18	Internet Payment	\$13,046.66	American Express	Chase Metals *41003
BofA	# 4024	3/21/18	Internet Payment	\$7,085.64	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/22/18	Internet Payment	\$13,046.66	American Express	Chase Metals *41003
BofA	# 4024	3/27/18	Internet Payment	\$20,982.92	American Express	Chase Metals *41003
BofA	# 4024	3/28/18	Internet Payment	\$20,982.92	American Express	Chase Metals *41003
BofA	# 4024	3/29/18	Internet Payment	\$75,848.10	American Express	Chase Metals *41003
BofA	# 4024	4/3/18	Internet Payment	\$44,410.77	American Express	Chase Metals *41003
BofA	# 4024	4/10/18	Internet Payment	\$92,240.44	American Express	Chase Metals *41003
BofA	# 4024	4/11/18	Internet Payment	\$24,425.38	American Express	Chase Metals *41003
BofA	# 4024	4/16/18	Internet Payment	\$25,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/16/18	Internet Payment	\$28,014.31	American Express	Chase Metals *41003
BofA	# 4024	4/19/18	Internet Payment	\$44,982.02	American Express	Chase Metals *41003
BofA	# 4024	4/23/18	Internet Payment	\$89,220.79	American Express	Chase Metals *41003



BofA	# 4024	4/23/18	Internet Payment	\$25,159.05	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	4/30/18	Internet Payment	\$5,320.29	American Express	Chase Metals *41003
BofA	# 4024	5/1/18	Internet Payment	\$3,876.79	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/2/18	Internet Payment	\$43,737.93	American Express	Chase Metals *41003
BofA	# 4024	5/3/18	Internet Payment	\$4,727.00	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/7/18	Internet Payment	\$70,366.10	American Express	Chase Metals *41003
BofA	# 4024	5/7/18	Internet Payment	\$8,451.07	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/9/18	Internet Payment	\$20,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/14/18	Internet Payment	\$34,682.29	American Express	Chase Metals *41003
BofA	# 4024	5/15/18	Internet Payment	\$40,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/15/18	Internet Payment	\$5,095.29	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/17/18	Internet Payment	\$25,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/18/18	Internet Payment	\$54,745.82	American Express	Chase Metals *41003
BofA	# 4024	5/22/18	Internet Payment	\$28,222.56	American Express	Chase Metals *41003
BofA	# 4024	5/22/18	Internet Payment	\$11,317.23	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/25/18	Internet Payment	\$49,160.94	American Express	Chase Metals *41003
BofA	# 4024	5/29/18	Internet Payment	\$49,160.94	American Express	Chase Metals *41003
BofA	# 4024	5/29/18	Internet Payment	\$15,517.23	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/31/18	Internet Payment	\$26,129.57	American Express	Chase Metals *41003
BofA	# 4024	6/4/18	Internet Payment	\$42,374.44	American Express	Chase Metals *41003
BofA	# 4024	6/4/18	(EFT) Debit	\$84,672.78	American Express	Chase Metals *41003
BofA	# 4024	6/4/18	Internet Payment	\$1,246.37	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	6/6/18	Internet Payment	\$11,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/6/18	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/11/18	Internet Payment	\$19,529.22	American Express	Chase Metals *41003
BofA	# 4024	6/11/18	(EFT) Debit	\$95,494.83	American Express	Chase Metals *41003
BofA	# 4024	6/11/18	Internet Payment	\$11,421.65	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	6/18/18	Internet Payment	\$43,237.70	American Express	Chase Metals *41003
BofA	# 4024	6/18/18	Internet Payment	\$51,247.91	American Express	Chase Metals *41003
BofA	# 4024	6/20/18	Internet Payment	\$65,027.02	American Express	Chase Metals *41003
BofA	# 4024	6/20/18	Internet Payment	\$20,506.29	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	6/20/18	Internet Payment	\$7,835.87	American Express	Tower Estates, Inc. *51005
BofA	# 4024	6/21/18	Internet Payment	\$23,665.51	American Express	Chase Metals *41003
BofA	# 4024	6/21/18	Internet Payment	\$95,635.96	American Express	Chase Metals *41003
BofA	# 4024	6/25/18	Internet Payment	\$14,599.66	American Express	Chase Metals *41003
BofA	# 4024	6/26/18	Internet Payment	\$36,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/28/18	Internet Payment	\$34,430.22	American Express	Chase Metals *41003
BofA	# 4024	6/29/18	Internet Payment	\$25,812.17	American Express	Chase Metals *41003
BofA	# 4024	6/29/18	Internet Payment	\$4,966.10	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/2/18	Internet Payment	\$85,898.60	American Express	Chase Metals *41003
BofA	# 4024	7/2/18	Internet Payment	\$18,634.41	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/3/18	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/6/18	Internet Payment	\$47,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/6/18	Internet Payment	\$72,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/10/18	Internet Payment	\$37,019.64	American Express	Chase Metals *41003
BofA	# 4024	7/10/18	Internet Payment	\$23,464.81	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	7/10/18	Internet Payment	\$8,000.00	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/12/18	Internet Payment	\$32,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/12/18	Internet Payment	\$86,413.49	American Express	Chase Metals *41003
BofA	# 4024	7/12/18	Internet Payment	\$4,514.12	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/13/18	Internet Payment	\$38,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/16/18	Internet Payment	\$28,008.09	American Express	Chase Metals *41003
BofA	# 4024	7/16/18	Internet Payment	\$4,238.00	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/17/18	Internet Payment	\$25,000.00	American Express	Chase Metals *41003



BofA	# 4024	7/19/18	Internet Payment	\$50,557.91	American Express	Chase Metals *41003
BofA	# 4024	7/19/18	Internet Payment	\$17,500.84	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	7/19/18	Internet Payment	\$6,300.03	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/20/18	Internet Payment	\$79,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/25/18	Internet Payment	\$73,250.91	American Express	Chase Metals *41003
BofA	# 4024	7/25/18	Internet Payment	\$3,920.81	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/25/18	Internet Payment	\$5,452.96	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/26/18	Internet Payment	\$75,000.00	American Express	Chase Metals *41003
BofA	# 4024	8/1/18	Internet Payment	\$5,245.36	American Express	American Express unknown account
BofA	# 4024	8/1/18	Internet Payment	\$65,000.00	American Express	Chase Metals *41003
BofA	# 4024	8/6/18	Internet Payment	\$92,000.00	American Express	Chase Metals *41003
BofA	# 4024	8/6/18	Internet Payment	\$24,156.61	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	8/13/18	Internet Payment	\$106,666.54	American Express	Chase Metals *41003
BofA	# 4024	8/17/18	Internet Payment	\$22,002.38	American Express	Chase Metals *41003
BofA	# 4024	8/17/18	Internet Payment	\$13,061.22	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	8/17/18	Internet Payment	\$4,680.01	American Express	Tower Estates, Inc. *51005
BofA	# 4024	8/22/18	Internet Payment	\$111,514.00	American Express	Chase Metals *41003
BofA	# 4024	8/27/18	Internet Payment	\$20,000.00	American Express	Chase Metals *41003
BofA	# 4024	8/27/18	Internet Payment	\$86,641.65	American Express	Chase Metals *41003
BofA	# 4024	8/31/18	Internet Payment	\$97,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/4/18	Internet Payment	\$82,997.02	American Express	Chase Metals *41003
BofA	# 4024	9/5/18	Internet Payment	\$32,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/5/18	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/5/18	Internet Payment	\$15,517.86	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	9/5/18	Internet Payment	\$4,780.81	American Express	Tower Estates, Inc. *51005
BofA	# 4024	9/10/18	Internet Payment	\$25,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/10/18	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/11/18	Internet Payment	\$19,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/11/18	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/12/18	Internet Payment	\$46,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/14/18	Internet Payment	\$23,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/14/18	Internet Payment	\$99,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/17/18	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/17/18	Internet Payment	\$12,269.60	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	9/17/18	Internet Payment	\$7,797.07	American Express	Tower Estates, Inc. *51005
BofA	# 4024	9/18/18	Internet Payment	\$73,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/20/18	Internet Payment	\$71,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/24/18	Internet Payment	\$9,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/24/18	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/26/18	Internet Payment	\$17,711.40	American Express	Chase Metals *41003
BofA	# 4024	9/27/18	Internet Payment	\$7,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/27/18	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/28/18	Internet Payment	\$7,195.54	American Express	Chase Metals *41003
BofA	# 4024	9/28/18	Internet Payment	\$26,837.33	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	9/28/18	Internet Payment	\$4,016.23	American Express	Tower Estates, Inc. *51005
BofA	# 4024	10/1/18	Internet Payment	\$50,503.35	American Express	Chase Metals *41003
BofA	# 4024	10/2/18	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/2/18	Internet Payment	\$7,144.82	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	10/4/18	Internet Payment	\$17,571.46	American Express	Chase Metals *41003
BofA	# 4024	10/4/18	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/4/18	Internet Payment	\$834.76	American Express	Tower Estates, Inc. *51005
BofA	# 4024	10/9/18	Internet Payment	\$19,642.15	American Express	Chase Metals *41003
BofA	# 4024	10/9/18	Internet Payment	\$100,554.80	American Express	Chase Metals *41003
BofA	# 4024	10/9/18	Internet Payment	\$10,662.24	American Express	Fainche MacCarthy/Simon Batashvili

BofA	# 4024	10/10/18	Internet Payment	\$33,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/10/18	Internet Payment	\$40,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/10/18	(EFT) Debit	\$2,677.97	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	10/11/18	Internet Payment	\$1,612.63	American Express	Tower Estates, Inc. *51005
BofA	# 4024	10/16/18	Internet Payment	\$12,195.87	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	10/17/18	Internet Payment	\$90,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/23/18	Internet Payment	\$45,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/29/18	Internet Payment	\$41,816.38	American Express	Chase Metals *41003
BofA	# 4024	10/29/18	Internet Payment	\$15,069.17	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	10/31/18	Internet Payment	\$40,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/2/18	Internet Payment	\$31,806.66	American Express	Chase Metals *41003
BofA	# 4024	11/2/18	Internet Payment	\$35,628.82	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/2/18	Internet Payment	\$5,048.94	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/6/18	Internet Payment	\$77,535.35	American Express	Chase Metals *41003
BofA	# 4024	11/6/18	Internet Payment	\$4,686.92	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/6/18	Internet Payment	\$1,690.11	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/8/18	Internet Payment	\$79,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/9/18	Internet Payment	\$5,441.33	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/13/18	Internet Payment	\$7,539.27	American Express	Chase Metals *41003
BofA	# 4024	11/13/18	Internet Payment	\$13,950.21	American Express	Chase Metals *41003
BofA	# 4024	11/13/18	Internet Payment	\$30,593.07	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/13/18	Internet Payment	\$558.08	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/13/18	Internet Payment	\$16,701.24	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/15/18	Internet Payment	\$25,546.40	American Express	Chase Metals *41003
BofA	# 4024	11/15/18	Internet Payment	\$3,331.40	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/15/18	Internet Payment	\$2,570.18	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/23/18	Internet Payment	\$15,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/23/18	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/23/18	Internet Payment	\$14,775.63	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/23/18	Internet Payment	\$13,339.17	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/28/18	Internet Payment	\$67,178.51	American Express	Chase Metals *41003
BofA	# 4024	11/28/18	Internet Payment	\$2,915.86	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/29/18	Internet Payment	\$20,695.74	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/30/18	Internet Payment	\$34,851.96	American Express	Chase Metals *41003
BofA	# 4024	11/30/18	Internet Payment	\$4,634.72	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/3/18	Internet Payment	\$8,340.59	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/5/18	Internet Payment	\$106,710.76	American Express	Chase Metals *41003
BofA	# 4024	12/6/18	Internet Payment	\$2,151.51	American Express	American Express unknown account
BofA	# 4024	12/7/18	Internet Payment	\$7,786.04	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/10/18	Internet Payment	\$7,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/10/18	Internet Payment	\$97,179.85	American Express	Chase Metals *41003
BofA	# 4024	12/12/18	Internet Payment	\$60,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/14/18	Internet Payment	\$90,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/17/18	Internet Payment	\$7,797.98	American Express	Chase Metals *41003
BofA	# 4024	12/17/18	Internet Payment	\$39,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/17/18	Internet Payment	\$16,004.90	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/17/18	Internet Payment	\$11,287.49	American Express	Tower Estates, Inc. *51005
BofA	# 4024	12/24/18	Internet Payment	\$8,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/24/18	Internet Payment	\$112,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/24/18	Internet Payment	\$9,149.21	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/27/18	Internet Payment	\$70,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/28/18	Internet Payment	\$13,556.80	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/28/18	Internet Payment	\$6,612.61	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/2/19	Internet Payment	\$39,785.72	American Express	Chase Metals *41003

BofA	# 4024	1/2/19	Internet Payment	\$10,023.95	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/3/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/7/19	Internet Payment	\$11,881.32	American Express	Chase Metals *41003
BofA	# 4024	1/7/19	Internet Payment	\$3,190.34	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/8/19	Internet Payment	\$80,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/10/19	Internet Payment	\$21,112.31	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	1/14/19	Internet Payment	\$96,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/22/19	Internet Payment	\$10,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/22/19	Internet Payment	\$90,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/22/19	Internet Payment	\$10,945.95	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	1/22/19	Internet Payment	\$14,909.81	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/23/19	Internet Payment	\$65,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/25/19	Internet Payment	\$2,532.57	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	1/28/19	Internet Payment	\$75,000.00	American Express	Chase Metals *41003
BofA	# 4024	1/29/19	Internet Payment	\$3,917.68	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/31/19	Internet Payment	\$79,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/1/19	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/1/19	Internet Payment	\$24,141.63	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/1/19	Internet Payment	\$2,525.58	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/4/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/6/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/7/19	Internet Payment	\$16,591.62	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/11/19	Internet Payment	\$29,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/11/19	Internet Payment	\$59,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/13/19	Internet Payment	\$29,940.84	American Express	Chase Metals *41003
BofA	# 4024	2/13/19	Internet Payment	\$2,149.88	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/14/19	Internet Payment	\$42,658.02	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/15/19	Internet Payment	\$19,711.46	American Express	Chase Metals *41003
BofA	# 4024	2/15/19	Internet Payment	\$10,809.78	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/15/19	Internet Payment	\$11,106.67	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/19/19	Internet Payment	\$19,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/19/19	Internet Payment	\$39,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/19/19	Internet Payment	\$74,236.48	American Express	Chase Metals *41003
BofA	# 4024	2/19/19	Internet Payment	\$2,098.73	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/19/19	Internet Payment	\$7,816.48	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/20/19	Internet Payment	\$19,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/21/19	Internet Payment	\$5,400.69	American Express	Chase Metals *41003
BofA	# 4024	2/21/19	Internet Payment	\$2,522.69	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	2/21/19	Internet Payment	\$489.93	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/25/19	Internet Payment	\$40,665.00	American Express	Chase Metals *41003
BofA	# 4024	2/25/19	Internet Payment	\$80,000.00	American Express	Chase Metals *41003
BofA	# 4024	2/25/19	Internet Payment	\$547.31	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/1/19	Internet Payment	\$61,511.58	American Express	Chase Metals *41003
BofA	# 4024	3/1/19	Internet Payment	\$8,225.80	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/1/19	Internet Payment	\$10,996.09	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/5/19	Internet Payment	\$90,393.97	American Express	Chase Metals *41003
BofA	# 4024	3/5/19	Internet Payment	\$7,237.61	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/5/19	Internet Payment	\$7,571.85	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/7/19	Internet Payment	\$78,334.88	American Express	Chase Metals *41003
BofA	# 4024	3/7/19	Internet Payment	\$2,133.69	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/7/19	Internet Payment	\$2,169.05	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/11/19	Internet Payment	\$52,562.49	American Express	Chase Metals *41003
BofA	# 4024	3/11/19	Internet Payment	\$5,180.94	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/11/19	Internet Payment	\$1,813.16	American Express	Tower Estates, Inc. *51005



BofA	# 4024	3/11/19	Internet Payment	\$2,965.36	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/12/19	Internet Payment	\$33,974.95	American Express	Chase Metals *41003
BofA	# 4024	3/13/19	Internet Payment	\$60,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/15/19	Internet Payment	\$3,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/15/19	Internet Payment	\$43,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/18/19	Internet Payment	\$18,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/18/19	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/18/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/18/19	Internet Payment	\$7,854.69	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/18/19	Internet Payment	\$24,956.14	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/18/19	Internet Payment	\$5,151.95	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/18/19	Internet Payment	\$31,092.75	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/19/19	Internet Payment	\$40,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/21/19	Internet Payment	\$45,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/25/19	Internet Payment	\$55,000.00	American Express	Chase Metals *41003
BofA	# 4024	3/25/19	Internet Payment	\$44,735.91	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	3/25/19	Internet Payment	\$11,082.63	American Express	Tower Estates, Inc. *51005
BofA	# 4024	3/28/19	Internet Payment	\$76,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/2/19	Internet Payment	\$99,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/8/19	Internet Payment	\$29,247.84	American Express	Chase Metals *41003
BofA	# 4024	4/8/19	Internet Payment	\$28,812.49	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	4/8/19	Internet Payment	\$1,929.36	American Express	Tower Estates, Inc. *51005
BofA	# 4024	4/9/19	Internet Payment	\$90,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/10/19	Internet Payment	\$7,459.89	American Express	Chase Metals *41003
BofA	# 4024	4/10/19	Internet Payment	\$6,263.77	American Express	Tower Estates, Inc. *51005
BofA	# 4024	4/12/19	Internet Payment	\$84,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/15/19	Internet Payment	\$10,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/15/19	Internet Payment	\$15,793.14	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	4/15/19	Internet Payment	\$10,036.06	American Express	Tower Estates, Inc. *51005
BofA	# 4024	4/18/19	Internet Payment	\$33,744.43	American Express	Chase Metals *41003
BofA	# 4024	4/18/19	Internet Payment	\$6,027.40	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	4/18/19	Internet Payment	\$17,472.89	American Express	Tower Estates, Inc. *51005
BofA	# 4024	4/23/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/25/19	Internet Payment	\$6,671.48	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	4/25/19	Internet Payment	\$25,522.51	American Express	Tower Estates, Inc. *51005
BofA	# 4024	4/29/19	Internet Payment	\$35,000.00	American Express	Chase Metals *41003
BofA	# 4024	4/29/19	Internet Payment	\$90,921.54	American Express	Chase Metals *41003
BofA	# 4024	4/29/19	Internet Payment	\$9,894.62	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	4/29/19	Internet Payment	\$11,311.93	American Express	Tower Estates, Inc. *51005
BofA	# 4024	5/6/19	Internet Payment	\$13,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/6/19	Internet Payment	\$108,158.81	American Express	Chase Metals *41003
BofA	# 4024	5/6/19	Internet Payment	\$29,194.55	American Express	Tower Estates, Inc. *51005
BofA	# 4024	5/7/19	Internet Payment	\$5,720.35	American Express	American Express unknown account
BofA	# 4024	5/10/19	Internet Payment	\$19,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/10/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/13/19	Internet Payment	\$14,002.15	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/13/19	Internet Payment	\$20,848.58	American Express	Tower Estates, Inc. *51005
BofA	# 4024	5/20/19	Internet Payment	\$58,179.93	American Express	Chase Metals *41003
BofA	# 4024	5/20/19	Internet Payment	\$11,557.89	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/20/19	Internet Payment	\$12,053.76	American Express	Tower Estates, Inc. *51005
BofA	# 4024	5/24/19	Internet Payment	\$40,000.00	American Express	Chase Metals *41003
BofA	# 4024	5/28/19	Internet Payment	\$69,207.92	American Express	Chase Metals *41003
BofA	# 4024	5/28/19	Internet Payment	\$22,356.08	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	5/28/19	Internet Payment	\$28,849.89	American Express	Tower Estates, Inc. *51005

BofA	# 4024	6/3/19	Internet Payment	\$30,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/4/19	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/6/19	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/7/19	Internet Payment	\$90,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/17/19	Internet Payment	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	6/24/19	Internet Payment	\$103,854.83	American Express	Chase Metals *41003
BofA	# 4024	6/25/19	Internet Payment	\$16,872.10	American Express	Chase Metals *41003
BofA	# 4024	6/25/19	Internet Payment	\$31,529.52	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	6/25/19	Internet Payment	\$36,621.17	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/1/19	Internet Payment	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	7/1/19	Internet Payment	\$8,387.72	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	7/1/19	Internet Payment	\$3,830.04	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/8/19	Internet Payment	\$57,334.84	American Express	Chase Metals *41003
BofA	# 4024	7/8/19	Internet Payment	\$4,444.82	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	7/9/19	Internet Payment	\$6,560.66	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/10/19	Internet Payment	\$50,194.70	American Express	Chase Metals *41003
BofA	# 4024	7/11/19	Internet Payment	\$32,106.59	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/16/19	Internet Payment	\$80,833.38	American Express	Chase Metals *41003
BofA	# 4024	7/16/19	Internet Payment	\$15,224.20	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/22/19	Internet Payment	\$35,462.20	American Express	Chase Metals *41003
BofA	# 4024	7/22/19	Internet Payment	\$7,662.06	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	7/22/19	Internet Payment	\$20,334.59	American Express	Tower Estates, Inc. *51005
BofA	# 4024	7/29/19	Internet Payment	\$104,963.06	American Express	Chase Metals *41003
BofA	# 4024	7/30/19	Internet Payment	\$10,000.00	American Express	Tower Estates, Inc. *51005
BofA	# 4024	8/1/19	Internet Payment	\$10,000.00	American Express	Tower Estates, Inc. *51005
BofA	# 4024	8/2/19	Internet Payment	\$25,000.00	American Express	Tower Estates, Inc. *51005
BofA	# 4024	8/5/19	Internet Payment	\$23,526.39	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	8/6/19	Internet Payment	\$80,064.15	American Express	Chase Metals *41003
BofA	# 4024	8/6/19	Internet Payment	\$2,774.03	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	8/6/19	Internet Payment	\$44,366.17	American Express	Tower Estates, Inc. *51005
BofA	# 4024	8/12/19	Internet Payment	\$25,000.00	American Express	Chase Metals *41003
BofA	# 4024	8/19/19	Internet Payment	\$50,392.35	American Express	Chase Metals *41003
BofA	# 4024	8/21/19	(EFT) Debit	\$37,578.55	American Express	Chase Metals *41003
BofA	# 4024	8/21/19	(EFT) Debit	\$42,218.56	American Express	Tower Estates, Inc. *51005
BofA	# 4024	8/27/19	(EFT) Debit	\$37,757.62	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	9/3/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/3/19	(EFT) Debit	\$54,378.03	American Express	Tower Estates, Inc. *51005
BofA	# 4024	9/5/19	(EFT) Debit	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/16/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	9/16/19	(EFT) Debit	\$30,000.00	American Express	Tower Estates, Inc. *51005
BofA	# 4024	9/20/19	(EFT) Debit	\$92,739.16	American Express	Chase Metals *41003
BofA	# 4024	9/20/19	(EFT) Debit	\$22,839.24	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	9/20/19	(EFT) Debit	\$44,655.04	American Express	Tower Estates, Inc. *51005
BofA	# 4024	10/3/19	Internet Payment	\$86,463.56	American Express	Chase Metals *41003
BofA	# 4024	10/3/19	Internet Payment	\$32,705.25	American Express	Tower Estates, Inc. *51005
BofA	# 4024	10/15/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	10/18/19	(EFT) Debit	\$94,537.70	American Express	Chase Metals *41003
BofA	# 4024	10/18/19	(EFT) Debit	\$31,514.66	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	10/18/19	(EFT) Debit	\$36,289.72	American Express	Tower Estates, Inc. *51005
BofA	# 4024	10/31/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/1/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/4/19	(EFT) Debit	\$85,906.33	American Express	Chase Metals *41003
BofA	# 4024	11/4/19	(EFT) Debit	\$11,290.81	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	11/4/19	(EFT) Debit	\$34,866.02	American Express	Tower Estates, Inc. *51005

BofA	# 4024	11/8/19	(EFT) Debit	\$4,238.86	American Express	Tower Estates, Inc. *51005
BofA	# 4024	11/14/19	(EFT) Debit	\$35,000.00	American Express	Chase Metals *41003
BofA	# 4024	11/20/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/3/19	(EFT) Debit	\$19,987.00	American Express	Chase Metals *41003
BofA	# 4024	12/3/19	(EFT) Debit	\$50,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/3/19	(EFT) Debit	\$100,000.00	American Express	Chase Metals *41003
BofA	# 4024	12/3/19	(EFT) Debit	\$44,959.55	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/3/19	(EFT) Debit	\$43,133.68	American Express	Tower Estates, Inc. *51005
BofA	# 4024	12/17/19	(EFT) Debit	\$85,834.85	American Express	Chase Metals *41003
BofA	# 4024	12/17/19	(EFT) Debit	\$21,841.98	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/17/19	(EFT) Debit	\$47,970.99	American Express	Tower Estates, Inc. *51005
BofA	# 4024	12/27/19	(EFT) Debit	\$64,308.17	American Express	Chase Metals *41003
BofA	# 4024	12/27/19	(EFT) Debit	\$12,301.16	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	12/27/19	(EFT) Debit	\$39,229.76	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/2/20	debit	\$7,156.92	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	1/17/20	debit	\$40,902.26	American Express	Chase Metals *41003
BofA	# 4024	1/17/20	debit	\$16,741.17	American Express	Fainche MacCarthy/Simon Batashvili
BofA	# 4024	1/17/20	debit	\$45,480.74	American Express	Tower Estates, Inc. *51005
BofA	# 4024	1/21/20	debit	\$135,156.23	American Express	Chase Metals *41003
BofA	# 4024	1/21/20	debit	\$14,085.77	American Express	Tower Estates, Inc. *51005
BofA	# 4024	2/5/20	debit	\$34,774.76	American Express	Fainche MacCarthy/Simon Batashvili
				<b>\$15,603,514.02</b>		

Application Information Form	
Reference Number:	20170963030598USD
Date received:	6-Apr-17
Time received:	Apr 06, 2017 2227
Application received via:	IT
Name:	FAINCHE MACCARTHY
Address:	11360 WATERFORD ST LOS ANGELES CA 90049
Alternate Address:	
Date of birth:	██████70
Social security number:	S ██████████
Home phone number:	H ██████████
Business phone number:	B ██████████
Employment:	CHASE METALS
Employment address:	433 N CAMDEN DR STE 970 BEVERLY HILLS CA 90210
Phone number used to submit application:	
Balance transfers: (A customer can request up to 16 balance transfers within an application. For multiple balance transfer set of information, have a line space between the Balance Transfer Amount and the next Payee name.)	
Payee name:	
Account number:	
Balance Transfer Amount:	
Internet provider address:	
Internet email address:	FAINCHE@FAINCHE.COM
Additional Card member information: (A customer can request up to 99 additional cards within an application. Have a line space between each set of additional card information. The line space should be between the Date of birth and the next Name.)	
Name:	SIMON BATASHVILI
Social security number:	S ██████████
Date of birth:	██████79
Disclaimer: The information on this letter is based on the data provided to us by the applicant during the application process	

AMEX003825

**Platinum Delta SkyMiles® Credit Card**

FAINCHE J. MACCARTHY

Closing Date 06/15/16 Next Closing Date 07/15/16



p. 1/35

Account Ending 4-92007

**New Balance** **\$12,721.94**  
**Minimum Payment Due** **\$326.00**  
**Payment Due Date** **07/10/16<sup>‡</sup>**

**‡ Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date of 07/10/16, you may have to pay a late fee of up to \$37.00 and your Purchase APR may be increased to the Penalty APR of 29.49%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	23 years	\$25,858
\$432	3 years	\$15,545 (Savings = \$10,313)

If you would like Information about credit counseling services, call 1-888-733-4139.

See page 2 for Important Information about your account.

See page 29 for an Important Notice About Changes to Your Cardmember Agreement.

See Page 31 for an Important Privacy Notice and the following pages for Important notices about Your Billing Rights, Electronic Fund Transfer Error Resolution and a notice for WA residents.

Continued on page 3

**Delta SkyMiles®**

Miles Earned this Period

**38,890**

For more details about Rewards, please visit [americanexpress.com/rewardsinfo](http://americanexpress.com/rewardsinfo)

**Account Summary**

Previous Balance \$2,438.65  
 Payments/Credits -\$25,016.32  
 New Charges +\$35,098.48  
 Fees +\$27.00  
 Interest Charged +\$174.13

**New Balance** **\$12,721.94**  
**Minimum Payment Due** **\$326.00**

Credit Limit \$17,000.00  
 Available Credit \$4,278.06  
 Cash Advance Limit \$200.00  
 Available Cash \$200.00  
 Days in Billing Period: 30

**Customer Care**

**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

**Customer Care** **Pay by Phone**  
 1-800-257-0770 1-800-472-9297

See Page 2 for additional information.

**Payment Coupon**  
 Do not staple or use paper clips

**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

**Pay by Phone**  
 1-800-472-9297

**Account Ending 4-92007**

Enter 15 digit account # on all payments.  
 Make check payable to American Express.

FAINCHE J. MACCARTHY  
 11360 WATERFORD ST  
 LOS ANGELES CA 90049-3437

Payment Due Date  
**07/10/16**

New Balance  
**\$12,721.94**

AutoPay Amount  
**\$1,500.00**

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS  
 BOX 0001  
 LOS ANGELES CA 90096-8000

\$ \_\_\_\_\_  
**Amount Enclosed**



000034990906501590 001272194000032600 12 H

AMEX000894



**Platinum Delta SkyMiles® Credit Card****DUPLICATE COPY**FAINCHE J. MACCARTHY  
Closing Date 06/15/16

p. 3/35

Account Ending 4-92007

- ① We will debit your bank account for your payment of \$1,500.00 on 06/30/16. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made by 06/28/16. If your AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 07/10/16.

**Payments and Credits****Summary**

	Total
<b>Payments</b>	<b>-\$24,912.15</b>
<b>Credits</b>	
FAINCHE J. MACCARTHY 4-92007	\$0.00
SIMON BATASHVILI 4-93021	-\$104.17
<b>Total Payments and Credits</b>	<b>-\$25,016.32</b>

**Detail** \*Indicates posting date

Payments	Amount
05/31/16* FAINCHE J. MACCARTHY AUTOPAY PAYMENT RECEIVED - THANK YOU WELLS FARGO BANK, NA	-\$1,500.00
06/12/16* FAINCHE J. MACCARTHY ONLINE PAYMENT - THANK YOU	-\$23,412.15
<b>Credits</b>	<b>Amount</b>
06/10/16 SIMON BATASHVILI FEDEX INV 428385693 I428385693 MEMPHIS TN 1-800-622-1147 CHASE GOLD CA FEDEX INV# 000428385693 FedEx #1-800-622-1147	-\$51.33
06/15/16 SIMON BATASHVILI AMAZON WEB SERVICES AWS.AMAZON.CO WA DIRECT MKTG MISC	-\$52.84

**New Charges****Summary**

	Total
FAINCHE J. MACCARTHY 4-92007	\$16,272.65
SIMON BATASHVILI 4-93021	\$18,825.83
<b>Total New Charges</b>	<b>\$35,098.48</b>

**Detail**

FAINCHE J. MACCARTHY Card Ending 4-92007	
	Amount
05/16/16 BARNEYS NEW YORK #7 7 BEVERLY HILLS CA 888-222-7639 Description APPAREL/ACCESSORIES	\$914.20

AMEX000896  
Continued on reverse

**Business Platinum Card®**

TOWER ESTATES INC

FAINCHE J MACCARTHY

Closing Date 06/15/18 Next Closing Date 07/17/18

**DUPLICATE COPY****OPEN**

p. 1/11

Account Ending 4-51005

**New Balance** **\$1,685.87****Please Pay By** **07/01/18<sup>‡</sup>**

<sup>‡</sup> Payment is due upon receipt. We suggest you pay by the Please Pay By date. You may have to pay a late fee if your payment is not received by the Next Closing Date.

**Membership Rewards® Points**

Available and Pending as of 05/31/18

**2,785,582**For up to date point balance and full program details, visit [membershiprewards.com](http://membershiprewards.com)**Account Summary**

Previous Balance	\$0.00
Payments/Credits	-\$0.00
New Charges	+\$635.87
Fees	+\$1,050.00

**New Balance** **\$1,685.87**

Days in Billing Period: 28

**Customer Care**
 **Pay by Computer**  
[open.com/pbc](http://open.com/pbc)

<b>Customer Care</b>	<b>Pay by Phone</b>
1-800-492-8468	1-800-472-9297

 See page 2 for additional information. See page 2 for Important Information about your account. See page 5 for an Important Notice About Changes to Your Cardmember Agreement. See Page 7 for Important Information regarding benefits underwritten by AMEX Assurance Company. See important notices about Your Billing Dispute Procedures, Electronic Fund Transfer Error Resolution, and for WA residents, starting on page 9

① Your Platinum Card® Membership includes an annual subscription to Departures magazine (a value of \$10). If you do not wish to receive the magazine, please call us at the number on the back of your Card. No credits are offered to Members who elect not to receive the magazine.

① Welcome to American Express!

① Please note, your preset line is \$25,000.00. You have spent \$1,685.87.

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**[open.com/pbc](http://open.com/pbc)**Pay by Phone**

1-800-472-9297

**Account Ending 4-51005**Enter 15 digit account # on all payments.  
Make check payable to American Express.FAINCHE J MACCARTHY  
TOWER ESTATES INC  
TOWER ESTATES INC  
321 DALEHURST AVE  
LOS ANGELES CA 90024Please Pay By  
**07/01/18**  
Amount Due  
**\$1,685.87**Check here if your address or  
phone number has changed.  
Note changes on reverse side.AMERICAN EXPRESS  
BOX 0001  
LOS ANGELES CA 90096-8000

0000349992577077710 000168587000168587 13 H

AMEX001862

**Business Platinum Card®**  
TOWER ESTATES INC  
FAINCHE J MACCARTHY  
Closing Date 06/15/18

**DUPLICATE COPY**



p. 3/11

Account Ending 4-51005

## New Charges

### Summary

	Total
FAINCHE J MACCARTHY 4-51005	\$626.42
PEREZ BATASHVILI 4-51013	\$9.45
<b>Total New Charges</b>	<b>\$635.87</b>

### Detail



**FAINCHE J MACCARTHY**  
Card Ending 4-51005

				Amount
06/05/18	JENNYBECS 805-705-4403	Los Angeles	CA	\$51.42
06/06/18	LA CITY PARKING METER LA CITY PARKING 213-473-0641	LOS ANGELES	CA	\$1.00
06/09/18	BLOOMINGDALES CENTURY C1000000028 8665932540	LOS ANGELES	CA	\$405.57
06/12/18	8383 WILSHIRE BLVD AMWV285401 AMWV 3104708501	BEVERLY HILLS	CA	\$27.00
06/12/18	FREDS BEVERLY HILLS RESTAURANT	BEVERLY HILLS	CA	\$141.43



**PEREZ BATASHVILI**  
Card Ending 4-51013

				Amount
06/14/18	EARTHBAR & VITAMINS 650000002783853 3236500181	WEST HOLLYWOOD	CA	\$9.45

## Fees

			Amount
06/15/18	FAINCHE J MACCARTHY	ANNUAL MEMBERSHIP FEE	\$450.00
06/15/18	PEREZ BATASHVILI	ANNUAL MEMBERSHIP FEE	\$300.00
06/15/18	SIMON BATASHVILI	ANNUAL MEMBERSHIP FEE	\$300.00
<b>Total Fees for this Period</b>			<b>\$1,050.00</b>

## 2018 Fees and Interest Totals Year-to-Date

	Amount
Total Fees In 2018	\$1,050.00
Total Interest In 2018	\$0.00

AMEX001864

**Business Platinum Card**

TOWER EQUITY LLC

FAINCHE J MACCARTHY

Closing Date 03/12/20 Next Closing Date 04/10/20

**DUPLICATE COPY**

p. 1/11

Account Ending 4-51003

**New Balance** **\$24,012.93****Please Pay By** **03/27/20<sup>‡</sup>**

<sup>‡</sup>Payment is due upon receipt. We suggest you pay by the Please Pay By date. You may have to pay a late fee if your payment is not received by the Next Closing Date.

Visit  
[www.membershiprewards.com](http://www.membershiprewards.com)

**Account Summary**

Previous Balance	\$0.00
Payments/Credits	-\$0.00
New Charges	+\$23,417.93
Fees	+\$595.00

**New Balance** **\$24,012.93**


Days in Billing Period: 24


**Customer Care**

 **Pay by Computer**  
[americanexpress.com/business](http://americanexpress.com/business)

<b>Customer Care</b>	<b>Pay by Phone</b>
1-800-492-8468	1-800-472-9297

 See page 3 for additional information.

 See page 2 for important information about your account.

 Please refer to the **IMPORTANT NOTICES** section for any changes to your Account terms and any other communications on **pages 5 - 11**.

① Welcome to American Express!

① Please note, your preset line is \$25,000.00. You have spent \$24,012.93.

↓ Please fold on the perforation below, detach and return with your payment ↓



**Payment Coupon**  
Do not staple or use paper clips



**Pay by Computer**  
[americanexpress.com/business](http://americanexpress.com/business)



**Pay by Phone**  
1-800-472-9297

**Account Ending 4-51003**

Enter 15 digit account # on all payments.  
Make check payable to American Express.

FAINCHE J MACCARTHY  
TOWER EQUITY LLC  
321 DALEHURST AVE  
LOS ANGELES CA 90024-2511

Please Pay By  
**03/27/20**  
Amount Due  
**\$24,012.93**

See reverse side for instructions  
on how to update your address,  
phone number, or email.

AMERICAN EXPRESS  
PO BOX 0001  
LOS ANGELES CA 90096-8000



0000349992787900937 002401293002401293 0&amp; H

AMEX002178

**Business Platinum Card**  
TOWER EQUITY LLC  
FAINCHE J MACCARTHY  
Closing Date 03/12/20

**DUPLICATE COPY**

p. 3/11

Account Ending 4-51003



**Customer Care & Billing Inquiries**  
International Collect  
Large Print & Braille Statements  
Express Cash

1-800-492-8468  
1-623-492-7719  
1-800-492-8468  
1-800-CASH-NOW

**Hearing Impaired**  
TTY: 1-800-221-9950  
FAX: 1-623-707-4442  
In NY: 1-800-522-1897



Website: americanexpress.com

**Customer Care  
& Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535

**Payments**  
PO BOX 0001  
LOS ANGELES CA  
90096-8000

**New Charges****Summary**

	Total
FAINCHE J MACCARTHY 4-51003	\$17,500.00
SIMON BATASHVILI 4-51011	\$5,917.93
<b>Total New Charges</b>	<b>\$23,417.93</b>

**Detail**

**FAINCHE J MACCARTHY**  
Card Ending 4-51003

	Amount
03/10/20 JASON B DIAMOND 3108599816 BEVERLY HILLS CA	\$17,500.00



**SIMON BATASHVILI**  
Card Ending 4-51011

	Amount
02/27/20 VERIFIED FIRST +18889861304 MERIDIAN ID	\$289.99
02/28/20 CONTINENTAL KITCHEN BH 0000 323-433-4131 BEVERLY HILLS CA	\$49.22
02/29/20 TST* UPPER CRUST - BEV HI 300538131 3105045056 BEVERLY HILLS CA	\$430.57
02/29/20 POSTMATES 56F02 THE BA 8778877815 SAN FRANCISCO CA	\$106.97
02/29/20 POSTMATES 56F02 TASTY 8778877815 SAN FRANCISCO CA	\$55.16
03/01/20 POSTMATES TIP 8778877815 SAN FRANCISCO CA	\$10.70
03/02/20 POSTMATES TIP 8778877815 SAN FRANCISCO CA	\$5.52
03/03/20 AMZN MKTP US*WX5363YT3 BOOK STORES AMZN.COM/BILL WA	\$146.60
03/03/20 AMAZON.COM*LL7K414V3 MERCHANDISE AMZN.COM/BILL WA	\$81.51
03/03/20 AMAZON FRESH*M01WK27N3 MERCHANDISE AMZN.COM/BILL WA	\$20.00
03/04/20 IRON MOUNTAIN 800-934-3453 8009343453 MA	\$94.79
03/05/20 AMZNGRCYTIP*2J1396QL3 MERCHANDISE AMZN.COM/BILL WA	\$5.00
03/05/20 TWILIO INC +18778894546 SAN FRANCISCO CA	\$20.00
03/06/20 WALMART.COM 800-966-6546 BENTONVILLE AR	\$436.35

AMEX002180

Continued on reverse

**Business Platinum Card®**  
CHASE METALS  
FAINCHE J MACCARTHY  
Closing Date 04/26/17 Next Closing Date 05/26/17

**DUPLICATE COPY**



p. 1/15

Account Ending 0-41003

**New Balance** **\$39,599.57**

**Please Pay By** **05/11/17<sup>‡</sup>**

<sup>‡</sup> Payment is due upon receipt. We suggest you pay by the Please Pay By date.

**Visit**  
**www.membershiprewards.com**

**Account Summary**

Previous Balance	\$0.00
Payments/Credits	-\$30,000.00
New Charges	+\$68,549.57
Fees	+\$1,050.00

**New Balance** **\$39,599.57**

Days In Billing Period: 20

See page 2 for important information about your account.

**See Page 11 for an Important Privacy Notice and the following pages for important notices about Billing Dispute Procedures, Electronic Fund Transfer Error Resolution and a notice for WA residents.**

**Important Information:** To access the most up to date version of your Cardmember Agreement, please log in to your Account at **www.americanexpress.com**.

Your Platinum Card® Membership includes an annual subscription to Departures magazine (a value of \$10). If you do not wish to receive the magazine, please call us at the number on the back of your Card. No credits are offered to Members who elect not to receive the magazine.

Welcome to American Express!

As a valued Card Member we want to make you aware that, if you have a Pay Over Time feature and should variable APRs increase, the Penalty APR on your account will not exceed 29.99%. Your APRs may be increased to the Penalty APR if we do not receive your payment on time or if your payment is returned by your bank.

**Customer Care**

**Pay by Computer**  
open.com/pbc

<b>Customer Care</b>	<b>Pay by Phone</b>
1-800-492-8468	1-800-472-9297

See page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓



**Payment Coupon**  
Do not staple or use paper clips



**Pay by Computer**  
open.com/pbc



**Pay by Phone**  
1-800-472-9297

**Account Ending 0-41003**

Enter 15 digit account # on all payments.  
Make check payable to American Express.

FAINCHE J MACCARTHY  
CHASE METALS  
11360 WATERFORD ST  
LOS ANGELES CA 90049-3437

Please Pay By  
**05/11/17**  
Amount Due  
**\$39,599.57**



Check here if your address or  
phone number has changed.  
Note changes on reverse side.

AMERICAN EXPRESS  
BOX 0001  
LOS ANGELES CA 90096-8000



0000349992444475428 003959957003959957 23 H

AMEX002198

**Business Platinum Card®**  
CHASE METALS  
FAINCHE J MACCARTHY  
Closing Date 04/26/17

**DUPLICATE COPY**

**OPEN**

p. 3/15

Account Ending 0-41003

### Payments and Credits

#### Summary

	Total
<b>Payments</b>	-\$30,000.00
<b>Credits</b>	\$0.00
<b>Total Payments and Credits</b>	-\$30,000.00

#### Detail

\*Indicates posting date

Payments	Amount
04/24/17* FAINCHE J MACCARTHY ONLINE PAYMENT - THANK YOU	-\$30,000.00

### New Charges

#### Summary

	Total
SIMON BATASHVILI 0-41011	\$67,872.61
LUCAS ASHER 0-41029	\$676.96
<b>Total New Charges</b>	<b>\$68,549.57</b>

#### Detail



**SIMON BATASHVILI**  
Card Ending 0-41011

	Amount
04/12/17 NEWEGGBUSINESS.COM 800-390-1119 CA \$978.71	
04/12/17 FACEBK *SRXY6CW9C2 FB.ME/ADS CA \$750.41	
04/12/17 FACEBOOK ADVERTISING	
04/12/17 CRAIGSLIST INC CRAIGSLIST INC SAN FRANCISCO CA \$45.00	
04/12/17 4155666394	
04/12/17 FACEBK *8BJCYBSAC2 FB.ME/ADS CA \$762.54	
04/12/17 FACEBOOK ADVERTISING	
04/12/17 FACEBK *7SKERBNAC2 FB.ME/ADS CA \$750.12	
04/12/17 FACEBOOK ADVERTISING	
04/12/17 FACEBK *2Z62AC2AC2 FB.ME/ADS CA \$751.25	
04/12/17 FACEBOOK ADVERTISING	
04/13/17 FACEBK *UZTCSDJAC2 FB.ME/ADS CA \$751.62	
04/13/17 FACEBOOK ADVERTISING	
04/13/17 FACEBK *PJVYZB6AC2 FB.ME/ADS CA \$780.38	
04/13/17 FACEBOOK ADVERTISING	
04/13/17 FACEBK *5HGHMBS9C2 FB.ME/ADS CA \$751.13	
04/13/17 FACEBOOK ADVERTISING	
04/13/17 FACEBK *DZQ7AC2AC2 FB.ME/ADS CA \$751.80	
04/13/17 FACEBOOK ADVERTISING	
04/13/17 Baltaire Los Angeles CA \$613.30	
04/13/17 424-273-1660	
04/13/17 CRAIGSLIST INC CRAIGSLIST INC SAN FRANCISCO CA \$45.00	
04/13/17 4155666394	
04/13/17 FACEBK *BUQQRBNAC2 FB.ME/ADS CA \$750.07	
04/13/17 FACEBOOK ADVERTISING	

AMEX002200

Continued on reverse

# ATTACHMENT V

**Sample from Bayside Metals Sales  
To Defendants**



## Sample Section of Bayside Sales to Metals

Num	Date	Name	Qty	Item	Sales Price	Amount
13075	03/28/2017	Metals.com	65	GCPB (Gold Canadian Polar Bear 1/4-oz)	\$354.16	\$23,020.40
13075	03/28/2017	Metals.com	3,040	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$33.54	\$101,961.60
13075	03/28/2017	Metals.com	300	SCML (Silver Canadian Maple Leaf 1-oz)	\$19.70	\$5,910.00
13191	04/03/2017	Metals.com	1	SM15 (Silver Morgan \$1 MS-65)	\$3,895.00	\$3,895.00
13191	04/03/2017	Metals.com	5	SM1PC (Silver Morgan \$1 pre-1905 Circ)	\$24.75	\$123.75
13193	04/03/2017	Metals.com	524	SCML (Silver Canadian Maple Leaf 1-oz)	\$19.83	\$10,390.92
13193	04/03/2017	Metals.com	102	GCPBC (Gold Canadian Polar Bear & Cub 1/4-oz)	\$354.67	\$36,176.34
13208	04/04/2017	Metals.com	8	GCPBC (Gold Canadian Polar Bear & Cub 1/4-oz)	\$355.15	\$2,841.20
13208	04/04/2017	Metals.com	600	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$33.69	\$20,214.00
13216	04/04/2017	Metals.com	151	SATB (Silver America The Beautiful 5-oz)	\$102.95	\$15,545.45
13224	04/04/2017	Metals.com	714	SATB (Silver America The Beautiful 5-oz)	\$103.00	\$73,542.00
13226	04/04/2017	Metals.com	10	SATB (Silver America The Beautiful 5-oz)	\$103.00	\$1,030.00
13226	04/04/2017	Metals.com	205	SP1C (Silver Peace \$1 Circulated)	\$18.50	\$3,792.50
13256	04/06/2017	Metals.com	5,841	SCPB (Silver Canadian Polar Bear 1.5-oz)	\$33.60	\$196,257.60
13273	04/07/2017	Metals.com	8	GCPBC (Gold Canadian Polar Bear & Cub 1/4-oz)	\$358.23	\$2,865.84
13273	04/07/2017	Metals.com	600	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$33.83	\$20,298.00
13275	04/07/2017	Metals.com	211	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$33.83	\$7,138.13
13312	04/10/2017	Metals.com	2,241	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$33.20	\$74,401.20
13327	04/11/2017	Metals.com	10	GCM1 (Gold Canadian Maple Leaf 1-oz 0.9999-fine)	\$1,295.60	\$12,956.00
13327	04/11/2017	Metals.com	125	SCML (Silver Canadian Maple Leaf 1-oz)	\$19.88	\$2,485.00
13338	04/12/2017	Metals.com	3,348	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$33.68	\$112,760.64
13338	04/12/2017	Metals.com	4	GCM1 (Gold Canadian Maple Leaf 1-oz 0.9999-fine)	\$1,293.00	\$5,172.00
13338	04/12/2017	Metals.com	60	SCML (Silver Canadian Maple Leaf 1-oz)	\$19.85	\$1,191.00

13386	04/13/2017	Metals.com	600	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$34.01	\$20,406.00
13407	04/14/2017	Metals.com	255	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$34.08	\$8,690.40
13483	04/19/2017	Metals.com	255	SATB15BH (Silver 5-oz ATB 2015 Bombay Hook)	\$102.15	\$26,048.25
13504	04/20/2017	Metals.com	2,888	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$33.23	\$95,968.24
13504	04/20/2017	Metals.com	100	SAE (Silver American Eagle 1-oz)	\$20.02	\$2,002.00
13529	04/21/2017	Metals.com	804	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$33.14	\$26,644.56
13587	04/25/2017	Metals.com	415	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$32.63	\$13,541.45
13596	04/25/2017	Metals.com	1,252	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$32.63	\$40,852.76
13596	04/25/2017	Metals.com	1,252	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$32.63	\$40,852.76
13596	04/25/2017	Metals.com	6	GCM1 (Gold Canadian Maple Leaf 1-oz 0.9999-fine)	\$1,282.30	\$7,693.80
13615	04/26/2017	Metals.com	2,385	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$32.48	\$77,464.80
13615	04/26/2017	Metals.com	72	GCPB (Gold Canadian Polar Bear 1/4-oz)	\$359.19	\$25,861.68
13629	04/27/2017	Metals.com	30	GCMH (Gold Canadian Maple Leaf 1/2-oz)	\$661.98	\$19,859.40
13643	04/27/2017	Metals.com	2,025	SCML (Silver Canadian Maple Leaf 1-oz)	\$18.91	\$38,292.75
13710	05/01/2017	Metals.com	1,354	SATB19LNH (Silver 5-oz ATB 2019 Lowell National Historic Park)	\$95.00	\$128,630.00
13728	05/01/2017	Metals.com	450	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$31.55	\$14,197.50
13752	05/02/2017	Metals.com	477	SCSF (Silver Canadian Gyrfalcon 1.5-oz 2016)	\$31.50	\$15,025.50
13795	05/04/2017	Metals.com	16	SAE (Silver American Eagle 1-oz)	\$18.36	\$293.76
13795	05/04/2017	Metals.com	16	SCML (Silver Canadian Maple Leaf 1-oz)	\$17.91	\$286.56
13801	05/04/2017	Metals.com	56	SATB17EM (Silver 5-oz ATB 2017 Effigy Mounds)	\$93.05	\$5,210.80
13801	05/04/2017	Metals.com	10	SCML (Silver Canadian Maple Leaf 1-oz)	\$17.91	\$179.10
13807	05/05/2017	Metals.com	1,054	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$30.72	\$32,378.88
13888	05/09/2017	Metals.com	150	SCML (Silver Canadian Maple Leaf 1-oz)	\$17.77	\$2,665.50
13888	05/09/2017	Metals.com	600	SCPBC (Silver Canadian Polar Bear & Cub 1.5-oz)	\$30.51	\$18,306.00

13947	05/12/2017	Metals.com	6,450	SCPBC (Silver Canadian Polar Bear & Cub 1 5-oz)	\$30.74	\$198,273.00
13947	05/12/2017	Metals.com	200	SCML (Silver Canadian Maple Leaf 1-oz)	\$18.02	\$3,604.00
13947	05/12/2017	Metals.com	11	SB10 (Silver Bar 10-oz)	\$168.10	\$1,849.10
13947	05/12/2017	Metals.com	260	SATB15BR (Silver 5-oz ATB 2015 Blue Ridge)	\$102.50	\$26,650.00
13955	05/15/2017	Metals.com	500	SCML (Silver Canadian Maple Leaf 1-oz)	\$18.35	\$9,175.00
13962	05/15/2017	Metals.com	372	SATB15KI (Silver 5-oz ATB 2015 Kisatchie)	\$107.50	\$39,990.00
13976	05/15/2017	Metals.com	100	SATB (Silver America The Beautiful 5-oz)	\$97.15	\$9,715.00
13976	05/15/2017	Metals.com	10	SM1C (Silver Morgan \$1 1921 Circulated)	\$20.25	\$202.50
13997	05/16/2017	Metals.com	127	SCSF (Silver Canadian Gyr Falcon 1.5-oz 2016)	\$31.37	\$3,983.99
14003	05/16/2017	Metals.com	67	SATB15SAR (Silver 5-oz ATB 2015 Saratoga)	\$98.40	\$6,592.80
14007	05/17/2017	Metals.com	1,076	SKHC (Silver Kennedy Half Dollar Circ 1964)	\$0.00	\$0.00
14031	05/17/2017	Metals.com	480	SATB16CG (Silver 5-oz ATB 2016 Cumberland Gap)	\$98.60	\$47,328.00
14031	05/17/2017	Metals.com	10	GCM1 (Gold Canadian Maple Leaf 1-oz 0.9999-fine)	\$1,278.30	\$12,783.00
14032	05/17/2017	Metals.com	217	SCSF (Silver Canadian Gyr Falcon 1.5-oz 2016)	\$31.46	\$6,826.82
14042	05/18/2017	Metals.com	205	SATB16CG (Silver 5-oz ATB 2016 Cumberland Gap)	\$97.05	\$19,895.25
14042	05/18/2017	Metals.com	200	SATB15BR (Silver 5-oz ATB 2015 Blue Ridge)	\$103.50	\$20,700.00
14042	05/18/2017	Metals.com	49	GCPBC (Gold Canadian Polar Bear & Cub 1/4-oz)	\$352.43	\$17,269.07
14045	05/18/2017	Metals.com	50	SFHC (Silver Franklin Half Dollar Circulated)	\$6.31	\$315.50
14045	05/18/2017	Metals.com	2	SCML (Silver Canadian Maple Leaf 1-oz)	\$18.25	\$36.50
14045	05/18/2017	Metals.com	30	SMDC (Silver Mercury Dime Circulated)	\$1.26	\$37.80
14045	05/18/2017	Metals.com	3	SJ90 (Silver 90% Junk by Face Value)	\$12.26	\$36.78
14045	05/18/2017	Metals.com	6	SWHC (Silver Walking Liberty Half Dollar Circulated)	\$6.31	\$37.86
14150	05/24/2017	Metals.com	1,000	SCML (Silver Canadian Maple Leaf 1-oz)	\$18.72	\$18,720.00
14150	05/24/2017	Metals.com	500	SATB15BR (Silver 5-oz ATB 2015 Blue Ridge)	\$105.50	\$52,750.00
14150	05/24/2017	Metals.com	50	SB10 (Silver Bar 10-oz)	\$176.90	\$8,845.00
14150	05/24/2017	Metals.com	1,000	SATB15KI (Silver 5-oz ATB 2015 Kisatchie)	\$107.50	\$107,500.00

# ATTACHMENT W

**Sample from Dillon Gage Metals Sales  
To Defendants**

## Sample Section of Dillon Gage Sales to Metals

SalesId	ItemId	Name	SalesQty	SalesPrice	LineAmount	CREATEDDATETIME
10-SO607744	1SE	1 OZ AMERICAN SILVER EAGLE	4.00	\$18.82	\$75.28	1/4/2018
10-SO607745	1GML17	2017 1 OZ GOLD CANADIAN MAPLE LEAF	1.00	\$1,330.80	\$1,330.80	1/4/2018
10-SO607745	1SKA16	2016 1 OZ AUSTRALIAN SILVER KANGAROO	30.00	\$18.77	\$563.10	1/4/2018
10-SO609739	1SE	1 OZ AMERICAN SILVER EAGLE	10.00	\$18.97	\$189.70	1/15/2018
10-SO609740	1GML17	2017 1 OZ GOLD CANADIAN MAPLE LEAF	1.00	\$1,360.50	\$1,360.50	1/15/2018
10-SO609740	1GKA18	2018 1 OZ AUSTRALIAN GOLD KANGAROO	1.00	\$1,364.50	\$1,364.50	1/15/2018
10-SO610669	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.58	\$55.74	1/19/2018
10-SO610671	1.25SRDEA	1.25 OZ SILVER ROUND EAGLE TORCH AND EAGLE DESIGN	2067.00	\$21.35	\$44,130.45	1/19/2018
10-SO610673	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.58	\$55.74	1/19/2018
10-SO610679	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.57	\$55.71	1/19/2018
10-SO610680	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	2.00	\$18.27	\$36.54	1/19/2018
10-SO610691	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	3.00	\$18.25	\$54.75	1/19/2018
10-SO611036	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	7.00	\$18.15	\$127.05	1/22/2018
10-SO611039	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	2.00	\$18.16	\$36.32	1/22/2018
10-SO611040	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.46	\$55.38	1/22/2018
10-SO611043	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.46	\$36.92	1/22/2018
10-SO611044	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.46	\$36.92	1/22/2018
10-SO611054	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	25.00	\$18.18	\$454.50	1/23/2018
10-SO611298	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.51	\$37.02	1/23/2018
10-SO611301	1SE	1 OZ AMERICAN SILVER EAGLE	5.00	\$18.52	\$92.60	1/23/2018
10-SO611303	1SE	1 OZ AMERICAN SILVER EAGLE	5.00	\$18.52	\$92.60	1/23/2018
10-SO611304	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.52	\$37.04	1/23/2018
10-SO611306	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.51	\$55.53	1/23/2018
10-SO611785	1GML18	2018 1 OZ GOLD CANADIAN MAPLE LEAF	2.00	\$1,370.90	\$2,741.80	1/25/2018
10-SO611785	1SPH	1 OZ AUSTRIAN SILVER	2.00	\$18.16	\$36.32	1/25/2018

		PHILHARMONIC				
10-SO611789	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	14.00	\$18.41	\$257.74	1/25/2018
10-SO611791	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.63	\$37.26	1/25/2018
10-SO611793	1GBUNP	1 OZ AMERICAN GOLD BUFFALO (NEW IN PLASTIC)	13.00	\$1,371.59	\$17,830.67	1/25/2018
10-SO611797	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.68	\$37.36	1/25/2018
10-SO611799	1SRDK	1 OZ SILVER ROUND JFK	20.00	\$17.85	\$357.00	1/25/2018
10-SO611801	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.71	\$37.42	1/25/2018
10-SO611803	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.70	\$37.40	1/25/2018
10-SO611805	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	2.00	\$18.45	\$36.90	1/25/2018
10-SO611806	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.70	\$37.40	1/25/2018
10-SO612485	1SE	1 OZ AMERICAN SILVER EAGLE	21.00	\$18.60	\$390.60	1/29/2018
10-SO612488	1GBU17	2017 1 OZ AMERICAN GOLD BUFFALO	1.00	\$1,370.34	\$1,370.34	1/29/2018
10-SO612489	1SE	1 OZ AMERICAN SILVER EAGLE	4.00	\$18.60	\$74.40	1/29/2018
10-SO612540	FEE	SERVICE CHARGE	10000.00	\$27.00	\$270,000.00	1/29/2018
10-SO612546	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.61	\$37.22	1/29/2018
10-SO612550	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.62	\$37.24	1/29/2018
10-SO612551	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	3.00	\$18.38	\$55.14	1/29/2018
10-SO612552	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.63	\$37.26	1/29/2018
10-SO612553	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.62	\$37.24	1/29/2018
10-SO612554	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.61	\$37.22	1/29/2018
10-SO612577	.25GGS18	2018 1/4 OZ GOLD STANDARD	98.00	\$334.04	\$32,735.92	1/30/2018
10-SO612578	.5GML18	2018 1/2 OZ CANADIAN GOLD MAPLE LEAF	27.00	\$698.69	\$18,864.63	1/30/2018
10-SO612578	.25GGS18	2018 1/4 OZ GOLD STANDARD	251.00	\$334.31	\$83,911.81	1/30/2018
10-SO612728	1SML	1 OZ CANADIAN SILVER MAPLE LEAF	2.00	\$18.31	\$36.62	1/30/2018
10-SO612729	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.57	\$37.14	1/30/2018
10-SO612731	1SE	1 OZ AMERICAN SILVER EAGLE	2.00	\$18.57	\$37.14	1/30/2018
10-SO612734	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.58	\$55.74	1/30/2018
10-SO612738	1SE	1 OZ AMERICAN SILVER EAGLE	3.00	\$18.56	\$55.68	1/30/2018

# ATTACHMENT X

**Sample from Bayside Metals Sales  
To Barrick**

	Num	Date	Name	Qty	Item	Inventory Sit	Sales Price	Amount
Barrick Capital								
	40479	12/05/2019	Barrick Capital	3,080.00	SBRITT (Silver Britannia 1/10-oz)	DDSC	\$3.40	\$10,472.00
	40479	12/05/2019	Barrick Capital	23.00	GAES (Gold American Eagle 1/10-oz)	DDSC	\$161.25	\$3,722.55
	40479	12/05/2019	Barrick Capital	21,000.00	SSPGUINEAT (Silver Spade Guinea 0.1-oz)	DDSC	\$2.40	\$71,400.00
	41216	12/19/2019	Barrick Capital	4.00	SB1 (Silver Bar 1-oz)	Main	\$17.79	\$71.16
	41217	12/19/2019	Barrick Capital	250.00	GCM20 (Gold Canadian Maple Leaf 1/20-oz)	DDSC	\$93.20	\$23,300.00
	41217	12/19/2019	Barrick Capital	3,083.00	SBRITT (Silver Britannia 1/10-oz)	DDSC	\$3.41	\$10,513.02
	41217	12/19/2019	Barrick Capital	22,000.00	SSPGUINEAT (Silver Spade Guinea 0.1-oz)	DDSC	\$3.41	\$75,020.00
	41421	12/26/2019	Barrick Capital	1,934.00	SBRITT (Silver Britannia 1/10-oz)	Main	\$3.50	\$6,769.00
	41686	01/06/2020	Barrick Capital	2.00	GB1 (Gold Bar 1-oz)	DDSC	\$1,576.30	\$3,152.60
	41686	01/06/2020	Barrick Capital	62.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	DDSC	\$179.80	\$11,147.60
	41686	01/06/2020	Barrick Capital	50.00	SCML (Silver Canadian Maple Leaf 1-oz)	DDSC	\$19.77	\$988.50
	41686	01/06/2020	Barrick Capital	12,254.00	SBRITT (Silver Britannia 1/10-oz)	DDSC	\$3.52	\$43,124.08
	41687	01/06/2020	Barrick Capital	6,438.00	SBRITT (Silver Britannia 1/10-oz)	Main	\$3.52	\$22,661.76
	41776	01/07/2020	Barrick Capital	550.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	DDSC	\$180.95	\$99,522.50
	41776	01/07/2020	Barrick Capital	407.00	GB1GR (Gold Bar 1-gram)	DDSC	\$59.03	\$24,045.56
	41776	01/07/2020	Barrick Capital	3.00	SR1 (Silver Round 1-oz)	DDSC	\$18.99	\$56.97
	42045	01/10/2020	Barrick Capital	77.00	PCW12H (Platinum Canadian 0.5-oz War of 1812)	DDSC	\$558.50	\$43,004.50
	42072	01/12/2020	Barrick Capital	6.00	GCM1 (Gold Canadian Maple Leaf 1-oz 0.9999-fine)	Main	\$1,570.60	\$9,423.60
	42079	01/12/2020	Barrick Capital	4.00	GCMQ (Gold Canadian Maple Leaf 1/4-oz)	DDSC	\$416.75	\$1,667.00
	42079	01/13/2020	Barrick Capital	50.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	DDSC	\$175.02	\$8,616.00
	42079	01/13/2020	Barrick Capital	9,420.00	SBRITT (Silver Britannia 1/10-oz)	DDSC	\$3.50	\$32,970.00
	42260	01/15/2020	Barrick Capital	100.00	SATB19WP (Silver 5-oz ATB 2019 War in the Pacific)	DDSC	\$102.65	\$10,265.00
	42260	01/15/2020	Barrick Capital	9,645.00	SSPGUINEAT (Silver Spade Guinea 0.1-oz)	DDSC	\$3.20	\$31,024.80
	42260	01/15/2020	Barrick Capital	350.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	DDSC	\$178.97	\$62,639.50
	42261	01/15/2020	Barrick Capital	10.00	SATB19WP (Silver 5-oz ATB 2019 War in the Pacific)	DDSC	\$102.65	\$1,026.50
	42261	01/15/2020	Barrick Capital	1,500.00	SSPGUINEAT (Silver Spade Guinea 0.1-oz)	DDSC	\$3.30	\$4,950.00
	42261	01/15/2020	Barrick Capital	500.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	DDSC	\$178.97	\$89,485.00
	42214	01/16/2020	Barrick Capital	15.00	GCMT (Gold Canadian Maple Leaf 1/10-oz)	Main	\$170.01	\$2,720.15
	42214	01/16/2020	Barrick Capital	350.00	SCML (Silver Canadian Maple Leaf 1-oz)	Main	\$19.56	\$6,846.00
	42214	01/16/2020	Barrick Capital	201.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	Main	\$182.25	\$36,632.25
	42314	01/16/2020	Barrick Capital	95.00	SATB154MP (Silver 5-oz ATB 2019 American Memo)	Main	\$102.30	\$9,718.50
	42660	01/23/2020	Barrick Capital	5.00	SATB19WP (Silver 5-oz ATB 2019 War in the Pacific)	DDSC	\$101.45	\$507.25
	42660	01/23/2020	Barrick Capital	10,200.00	SSPGUINEAT (Silver Spade Guinea 0.1-oz)	DDSC	\$3.28	\$33,456.00
	42660	01/23/2020	Barrick Capital	53.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	DDSC	\$179.50	\$9,513.50
	42666	01/23/2020	Barrick Capital	957.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	Drop Shipme	\$179.57	\$171,848.49
	42802	01/26/2020	Barrick Capital	2.00	GCMH (Gold Canadian Maple Leaf 1/2-oz)	Main	\$628.44	\$1,256.88
	42802	01/26/2020	Barrick Capital	36.00	GCPBT (Gold Canadian Polar Bear 1/10-oz)	Main	\$160.51	\$5,801.96
	42802	01/26/2020	Barrick Capital	15.00	SR1 (Silver Round 1-oz)	Main	\$18.11	\$271.65
	42815	01/28/2020	Barrick Capital	100.00	SR1 (Silver Round 1-oz)	DDSC	\$18.07	\$1,807.00



# **ATTACHMENT Y**

**Example from Metals Customer Spreadsheet**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Client's Initials & Trade Items As of 2020-04-15 (13:04:46) - Paused Time (PT) - Generated by Ratsko Leukh													
	Full Name	Mailbox	Address	Confirmed	Trade Name	Trade Type	Trade Item Name	Liquidity Item Name	Purchase Item Name	Quantity	Unit Price	Item Total	Purchase Total	Liquidity Total
5			Delaware Depository	7/2/2019 3:26 PM	Trade-1987	IRA Swap	1st Silver - Silver Eagle	Trade-1987	Trade-1987	1050	\$17.65	\$18,525.00	\$18,525.00	\$18,525.00
6			Delaware Depository	7/2/2019 3:26 PM	Trade-1987	IRA Swap	2nd Silver - Twin Maple Leaf	Trade-1987	Trade-1987	1138	\$19.21	\$21,871.38	\$21,871.38	\$21,871.38
7			Delaware Depository	7/2/2019 3:26 PM	Trade-1987	IRA Swap	1/4 oz Gold - 2019 British Standard Coin, 9999	Trade-1987	Trade-1987	106	\$190.15	\$20,155.90	\$20,155.90	\$20,155.90
8			Account Billing Address	2/19/2019 7:50 AM	Trade-1612	Cash Purchase	1/4 oz Gold - American Eagle Commemorative	Trade-1612	Trade-1612	1	\$355.72	\$355.72	\$355.72	\$0.00
9			Delaware Depository	4/1/2019 11:39 AM	Trade-1730	IRA Purchase	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-1730	Trade-1730	6	\$1,322.00	\$7,932.00	\$7,932.00	\$7,932.00
10			Delaware Depository	4/2/2019 11:39 AM	Trade-1730	IRA Purchase	1st Silver - Round 999	Trade-1730	Trade-1730	200	\$115.93	\$23,186.00	\$23,186.00	\$23,186.00
11			Delaware Depository	4/1/2019 11:39 AM	Trade-1730	IRA Purchase	1st Silver - Round 999	Trade-1730	Trade-1730	20	\$115.93	\$2,318.60	\$2,318.60	\$2,318.60
12			Delaware Depository	4/1/2019 11:39 AM	Trade-1730	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-1730	Trade-1730	4358	\$25.31	\$110,776.15	\$110,776.15	\$110,776.15
13			Delaware Depository	4/1/2019 11:39 AM	Trade-1730	IRA Purchase	2/4 oz Gold - 2019 British Standard Coin, 9999	Trade-1730	Trade-1730	19	\$187.86	\$3,569.34	\$3,569.34	\$3,569.34
14			Delaware Depository	4/1/2019 11:39 AM	Trade-1730	IRA Purchase	1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-1730	Trade-1730	40	\$272.87	\$10,914.80	\$10,914.80	\$10,914.80
15			Delaware Depository	1/28/2020 1:28 PM	Trade-2564	IRA Liquidation	1st Silver - Round 999	Trade-2564	Trade-2564	200	\$17.46	\$3,492.00	\$0.00	\$3,492.00
16			Delaware Depository	1/28/2020 1:28 PM	Trade-2564	IRA Liquidation	1st Silver - Round 999	Trade-2564	Trade-2564	5	\$174.60	\$873.00	\$0.00	\$873.00
17			Delaware Depository	4/24/2019 12:45 PM	Trade-1842	Cash Purchase	2nd Silver - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-1842	Trade-1842	20	\$0.00	\$0.00	\$0.00	\$0.00
18			Delaware Depository	4/2/2019 9:55 AM	Trade-1742	IRA Purchase	1st Silver - Round 999	Trade-1742	Trade-1742	300	\$115.93	\$34,779.00	\$34,779.00	\$34,779.00
19			Delaware Depository	4/2/2019 9:55 AM	Trade-1742	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-1742	Trade-1742	3338	\$22.97	\$76,559.03	\$76,559.03	\$76,559.03
20			Delaware Depository	4/2/2019 9:55 AM	Trade-1742	IRA Purchase	1/4 oz Gold - 2019 British Standard Coin, 9999	Trade-1742	Trade-1742	123	\$697.98	\$85,851.56	\$85,851.56	\$85,851.56
21			Delaware Depository	3/21/2019 9:37 AM	Trade-1628	IRA Purchase	1st Gold - American Eagle	Trade-1628	Trade-1628	134	\$116.80	\$15,550.40	\$15,550.40	\$15,550.40
22			Delaware Depository	3/21/2019 9:37 AM	Trade-1628	IRA Purchase	1st Gold - American Eagle	Trade-1628	Trade-1628	11	\$1,333.42	\$14,667.72	\$14,667.72	\$14,667.72
23			Delaware Depository	2/1/2019 9:37 AM	Trade-1628	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-1628	Trade-1628	1405	\$24.02	\$33,742.10	\$33,742.10	\$33,742.10
24			Delaware Depository	3/21/2019 9:37 AM	Trade-1628	IRA Purchase	1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-1628	Trade-1628	83	\$274.27	\$22,744.41	\$22,744.41	\$22,744.41
25			Delaware Depository	3/21/2019 9:37 AM	Trade-1628	IRA Purchase	1/4 oz Gold - 2019 British Standard Coin, 9999	Trade-1628	Trade-1628	14	\$678.86	\$9,504.04	\$9,504.04	\$9,504.04
26			Delaware Depository	4/30/2019 2:10 PM	Trade-404	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-404	Trade-404	1468	\$24.00	\$35,280.00	\$35,280.00	\$35,280.00
27			Delaware Depository	4/30/2019 2:10 PM	Trade-404	IRA Purchase	1st Silver - Round 999	Trade-404	Trade-404	240	\$10.40	\$2,496.00	\$2,496.00	\$2,496.00
28			Delaware Depository	9/20/2019 2:46 PM	Trade-2393	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-2393	Trade-2393	514	\$24.41	\$12,548.72	\$12,548.72	\$12,548.72
29			Delaware Depository	9/20/2019 2:46 PM	Trade-2393	IRA Purchase	1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-2393	Trade-2393	39	\$310.27	\$12,100.63	\$12,100.63	\$12,100.63
30			Delaware Depository	9/20/2019 2:46 PM	Trade-2393	IRA Purchase	1/4 oz Gold - 2019 British Standard Coin, 9999	Trade-2393	Trade-2393	23	\$759.02	\$17,450.50	\$17,450.50	\$17,450.50
31			Delaware Depository	9/20/2019 2:46 PM	Trade-2393	IRA Purchase	1st Silver - Round 999	Trade-2393	Trade-2393	102	\$15.87	\$1,618.74	\$1,618.74	\$1,618.74
32			Delaware Depository	9/20/2019 2:46 PM	Trade-2393	IRA Purchase	1st Silver - Round 999	Trade-2393	Trade-2393	83	\$157.45	\$13,068.35	\$13,068.35	\$13,068.35
33			Delaware Depository	9/20/2019 2:46 PM	Trade-2393	IRA Purchase	1st Gold - Bar	Trade-2393	Trade-2393	4533	\$22.47	\$101,769.31	\$101,769.31	\$101,769.31
34			Delaware Depository	7/2/2019 11:20 AM	Trade-905	IRA Liquidation	1st Gold - 2019 British Standard Coin, 9999	Trade-905	Trade-905	83	\$687.37	\$57,056.49	\$57,056.49	\$57,056.49
35			Delaware Depository	7/2/2019 11:20 AM	Trade-905	IRA Liquidation	1st Gold - 2019 British Standard Coin, 9999	Trade-905	Trade-905	256	\$13.67	\$3,490.72	\$3,490.72	\$3,490.72
36			Delaware Depository	3/22/2019 1:53 PM	Trade-256	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-256	Trade-256	5589	\$23.67	\$132,239.43	\$132,239.43	\$132,239.43
37			Delaware Depository	3/22/2019 1:53 PM	Trade-256	IRA Purchase	1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-256	Trade-256	6936	\$26.10	\$181,026.60	\$181,026.60	\$181,026.60
38			Delaware Depository	8/30/2019 7:35 AM	Trade-2307	IRA Purchase	2/2 oz Silver - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-2307	Trade-2307	241	\$353.49	\$85,190.41	\$85,190.41	\$85,190.41
39			Delaware Depository	8/30/2019 7:35 AM	Trade-2307	IRA Purchase	1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin, 9999	Trade-2307	Trade-2307	144	\$127.00	\$18,288.00	\$18,288.00	\$18,288.00
40			Delaware Depository	8/30/2019 7:35 AM	Trade-2307	IRA Purchase	1st Silver - Round 999	Trade-2307	Trade-2307	635	\$16.00	\$10,140.00	\$10,140.00	\$10,140.00
41			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	120	\$157.00	\$18,840.00	\$18,840.00	\$18,840.00
42			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
43			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
44			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
45			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
46			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
47			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
48			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
49			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
50			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
51			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
52			Delaware Depository	12/6/2018 11:32 AM	Trade-1195	IRA Purchase	2nd Silver - Round 999	Trade-1195	Trade-1195	150	\$157.00	\$23,550.00	\$23,550.00	\$23,550.00
53			Delaware Depository	12/7/2019 12:23 PM	Trade-1564	IRA Purchase	2nd Silver - Round 999	Trade-1564	Trade-1564	12476	\$16.00	\$20,000.00	\$20,000.00	\$20,000.00
54			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Bar	Trade-2426	Trade-2426	8	\$1,481.79	\$11,854.32	\$0.00	\$11,854.32
55			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	9	\$1,481.79	\$13,336.11	\$0.00	\$13,336.11
56			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	14	\$243.51	\$3,409.14	\$0.00	\$3,409.14
57			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Bar	Trade-2426	Trade-2426	8	\$1,481.79	\$11,854.32	\$0.00	\$11,854.32
58			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	6	\$1,481.79	\$8,890.74	\$0.00	\$8,890.74
59			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	14	\$243.51	\$3,409.14	\$0.00	\$3,409.14
60			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Bar	Trade-2426	Trade-2426	8	\$1,481.79	\$11,854.32	\$0.00	\$11,854.32
61			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	6	\$1,481.79	\$8,890.74	\$0.00	\$8,890.74
62			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	14	\$243.51	\$3,409.14	\$0.00	\$3,409.14
63			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Bar	Trade-2426	Trade-2426	8	\$1,481.79	\$11,854.32	\$0.00	\$11,854.32
64			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	6	\$1,481.79	\$8,890.74	\$0.00	\$8,890.74
65			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-2426	Trade-2426	14	\$243.51	\$3,409.14	\$0.00	\$3,409.14
66			Delaware Depository	10/1/2019 11:20 AM	Trade-2426	IRA Liquidation	1st Gold - Bar	Trade-2426	Trade-2426	8	\$1,481.79	\$11,854.32	\$0.00	\$11,854.32
67			Delaware Depository	10/1/2019 11:20 PM	Trade-901	IRA Swap	2nd Silver - Round 999	Trade-901	Trade-901	2739	\$22.00	\$60,258.00	\$60,258.00	\$60,258.00
68			Delaware Depository	8/2/2018 8:10 AM	Trade-412	IRA Swap	1st Silver - Round 999	Trade-412	Trade-412	816	\$16.00	\$13,056.00	\$13,056.00	\$13,056.00
69			Delaware Depository	12/13/2019 3:58 PM	Trade-2732	IRA Liquidation	1st Silver - Bar	Trade-2732	Trade-2732	18	\$167.14	\$3,008.52	\$0.00	\$3,008.52
70			Delaware Depository	8/12/2019 4:30 AM	Trade-412	IRA Swap	1st Silver - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-412	Trade-412	200	\$36.00	\$7,200.00	\$7,200.00	\$7,200.00
71			Delaware Depository	8/12/2019 4:30 AM	Trade-412	IRA Swap	2nd Silver - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-412	Trade-412	338	\$55.00	\$18,690.00	\$18,690.00	\$18,690.00
72			Delaware Depository	8/12/2019 4:30 AM	Trade-412	IRA Swap	1st Silver - Royal Canadian Mint Maple Leaf Coin, 9999	Trade-412	Trade-412	49	\$274.00	\$13,526.00	\$13,526.00	\$13,526.00
73			Delaware Depository	8/12/2019 4:30 AM	Trade-412	IRA Swap	1st Silver - Round 999	Trade-412	Trade-412	100	\$16.89	\$1,689.00	\$1,689.00	\$1,689.00
74		</												

# ATTACHMENT Z

**Metals Investor BB**

07/20/2018 11:58 6095180619

Cactus\_Flower W O

#1359 P.002 / 002



## Precious Metals Exchange Form

New Direction IRA, Inc.  
1070 W. Century Dr., Ste. 101  
Louisville, CO 80027  
p: 303-546-7930 | f: 303-665-5962  
emaildocs@ndira.com

**NOTE:** All investment paperwork must be titled correctly: New Direction IRA, Inc. FBO (Account Owner's Name) IRA. If you have a 401(k) or beneficiary account, please call our office for correct vesting (titling).


### 1. ACCOUNT INFORMATION

Your Name: (as it appears on your account, not your title or vesting name) E: [REDACTED] E: [REDACTED]	New Direction Account Number: [REDACTED]
Account Type: <input checked="" type="checkbox"/> Traditional IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Inherited IRA <input type="checkbox"/> Individual 401(k) <input type="checkbox"/> HSA	
Phone Number: [REDACTED]	Email Address: [REDACTED]@comcast.net

### 2. TELL US ABOUT YOUR DEALER AND DEPOSITORY

Dealer Name: Chase Metals	Depository Name: Delaware Depository Service Co
I understand that New Direction IRA is not responsible for contacting the dealer and establishing a selling or buying price.	

### 3. ACKNOWLEDGEMENT OF EXCHANGE INSTRUCTIONS

 Initial Here	I acknowledge that by submitting this request I will contact my dealer of choice and agree upon a selling and buying price for my metals. I will submit an invoice, which will list all final prices. I further understand that my Precious Metals Dealer listed on this form may contact New Direction IRA to receive information regarding this investment and current holdings to complete the exchange.
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### 4. HOW WOULD YOU LIKE TO PAY FOR THE TRANSACTION? (All fees are due at time of transaction. Shipping and handling fees may apply.)

Choose One: <input type="checkbox"/> Your Account <input checked="" type="checkbox"/> Credit Card	Credit Card Type: (the following are accepted) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover Card Number: <u>Chase Metals CC on file</u> 3 Digit Security Code: _____ Exp Date: _____ Exact Name on Card: _____ Signature: _____
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### 5. AUTHORIZATION

I confirm that I am directing New Direction IRA, Inc. the Administrator, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment qualified in this Buy Direction Letter. I understand that neither the Administrator nor the Custodian (Master Trust) will or represent any investment products, and that they are not affiliated in any way with any investment provider. I understand that the role of the Administrator and the Custodian are limited, and their responsibilities do not include investment advice for my account. I acknowledge that I will not be held liable for any loss which results from my decision to purchase this investment. I understand that neither the Administrator nor the Custodian has reviewed or will review the merits, risks, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator to execute this transaction for my account. I understand that neither the Administrator nor the Custodian determines whether the investment is acceptable under the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local law, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing the transaction the Administrator and the Custodian are only acting in my name, and nothing will be construed as conferring fiduciary status on either the Administrator or the Custodian. I agree that the Administrator and the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Administrator and the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorney's fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Administrator or the Custodian for this investment, including, without limitation, claims, damages, liability, actions and losses asserted by me. I understand that if this Buy Direction Letter and any accompanying documentation are not received as required, or if received, are unclear in the opinion of the Administrator, or if there are insufficient undirected funds in my account to fully comply with my instructions, the transaction and to pay all fees, the Administrator may not process this transaction until proper documentation is received and the Administrator will have no liability for loss of income or appreciation. I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4978, which outlines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether the investment is prohibited under §4978 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements. I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the accounts. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn. Not Responsible for Market Condition Variances (I understand that I have agreed and instructed the Administrator and/or Custodian to follow the transaction directions which I provide as confirmed by written Buy Direction Letters to Administrator and/or Custodian from the undersigned for the Account).

I further understand that some transactions that I may direct or instruct the Administrator and/or Custodian to complete, especially commodities such as precious metals, that may be dependent upon the operation of global markets and entities, there could be fluctuations in price and condition of said items from the time that I issue a Buy or Sell Direction Letter to Administrator and the time when the transaction can actually be completed and recorded in my account. I hereby agree to release, indemnify, defend and hold Administrator and/or Custodian harmless from any claims regarding the fluctuation in price and/or conditions if any. I further agree to waive any claims that I may have, past, present or future, known or unknown, anticipated or unanticipated, with respect to the fluctuation or change in the price or condition of any investment that I direct or instruct Administrator and/or Custodian to make from the time I deliver my Buy/Sell Direction Letter to Administrator and/or Custodian until the time the transaction is actually completed and recorded in my account. Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from my account, the full amount of the transaction plus fees must be available before your transaction can be processed. I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid and that no person at the office of the Administrator and/or Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined this Buy/Sell Direction Letter and any accompanying documents or information, and to the best of my knowledge and belief it is true, correct and complete.

I declare that I have examined this document, including my account information, and to the best of my knowledge and belief, it is true, correct and complete. If I request NDIRA to transfer metals from the depository to me as a distribution, I agree to pay the cost of shipping, insurance, and processing by the depository, if any, is my responsibility.

Signature: [REDACTED] Date: 7-27-18

Please read the disclosure above the signature line before signing and dating.

July 26<sup>th</sup> 2018  
INVOICE [REDACTED]**metals.com***The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COMB [REDACTED] B [REDACTED]  
**Liquidation Invoice**  
**New Direction**  
**Acct# [REDACTED]****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, DE 19802  
BME# [REDACTED]**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Canadian Twin Maple Leaf - 2 oz	7,492	\$37.00	\$277,204.00
TOTAL			\$277,204.00

RISK DISCLOSURE AND ACCOUNT AGREEMENT SIGNED AND UNDERSTOOD. Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied on, legal, tax or investment advice, statements, opinions or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

PMEX0003630

July 26<sup>th</sup>, 2018  
INVOICE [REDACTED]

# metals.com

The #1 Name In Metals

433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM

B [REDACTED] B [REDACTED]  
**Purchase Invoice**  
**New Direction**  
**Acct# [REDACTED]**

**BILLING ADDRESS:**

Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210

**DELIVERY ADDRESS:**

Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, DE 19802

**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Buffalo Round .999 - 1.0 oz	100	\$15.84	\$1,584.00
Gold - Royal Canadian Mint Maple Leaf Coin .9999 - 1/20 oz	100	\$80.56	\$8,056.00
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	8,207	\$28.98	\$237,838.86
TOTAL			\$247,478.86

RISK DISCLOSURE AND ACCOUNT AGREEMENT SHOWN AND UNDERSTOOD. Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied on, legal, tax or investment advice, statements, opinions or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

PMEX0003631

New Direction IRA, Inc

Prices as of 8/14/2018

8/14/2018

Page: 21.00 of 126.00

BRANCH: 11

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<b>B</b>	<b>B</b>			
<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
SML2TM	Canadian Twin Maple Leaf -- 2 oz.	7492.000	\$30.13	\$225,703.99
			<b>Total Fair Value</b>	<b>\$225,703.99</b>

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PMEX0003633

New Direction IRA, Inc

Prices as of 8/14/2010

9/12/2018

Page: 21.00 of 131.00

BRANCH: 11

<b>E</b>				
<b>E</b>				
<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
GMLTWA	Canadian Maple Leaf -- 1/30 oz.	100.000	\$70.39	\$7,039.00
SMLHPB	Canadian Round, Polar Bear -- 1/3 oz.	8305.000	\$5.14	\$58,579.37
SR1RMCBUF	Bullion Round, RMC/Bufalo-- 1 oz.	100.000	\$14.35	\$1,435.20
<b>Total Fair Value</b>				<b>\$66,245.56</b>

PMEX0003634




# **ATTACHMENT AA**

## **Customer Agreement #1**

**SHIPPING AND TRANSACTION AGREEMENT**

<b>CUSTOMER INFORMATION</b>	Customer Name	B [redacted] G [redacted]	
	Street Address	[redacted]	Evening Phone [redacted]
	City / State / Zip	[redacted]	Daytime Phone [redacted]
	Email Address	b [redacted] @gmail.com	
	By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth on the front and back of this Agreement		
	Dated	8-27-2019	Customer's Signature [redacted]

<b>PRECIOUS METALS</b>		By initializing in the space provided, and by your signature on this agreement, you hereby expressly authorize CMI to telephone you at the number(s) provided above, irrespective of whether or not your telephone number appears in the National Do Not Call Registry. 16 CFR§310.4(b)(1)(ii)(B)(i) and (ii).
	Initial Here	

metals.com / TMTE, Inc. (and its affiliates) (collectively, "metals") and the individual identified above ("Customer") agree that the following terms of this Shipping and Transaction Agreement ("Agreement") shall govern the pending and all future transactions between the parties involving all precious metals, in any form, that is the subject of all transactions between metals and Customer, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, Numismatic coins and bars, "junk silver," and bags (and partial bags) of coins (collectively "Precious Metals.") This Agreement shall apply to all purchases from and sales to metals involving Customer, present and future. metals is not an investment advisor, consultancy, licensed brokerage, or banking institution.

**1. Delivery of Precious Metals Purchased:** Customer must deliver funds sufficient to cover the entirety of Customer's purchase from metals within five (5) business days of Customer's placement of the order ("Purchase Funds"). Purchase Funds may be delivered by check, credit card, or wire transfer. With the limited exception noted in Paragraph 8a, all sales, including credit card sales, are final (i.e., the Precious Metals cannot be exchanged or returned for a refund). Checks may be made out to Metals.com (For wire transfer instructions, please contact your metals sales representative.) metals shall deliver the Precious Metals specified in Customer's order to a suitable delivery service for delivery to Customer no more than twenty-eight (28) days after metals verifies that the Purchase Funds provided are backed by good funds. (Please note that it may take 12 business days to verify personal checks.) If Customer fails to provide the Purchase Funds within five (5) business days of Customer's placement of the order, metals may exercise the rights set forth in Paragraph 4, below.

**2. Delivery of Precious Metals:** metals shall cause all Precious Metals purchased and paid for to be delivered to Customer's address set forth above. metals only uses reputable, nationally recognized delivery services to deliver its Precious Metals. If, however, Customer's order is lost prior to delivery, Customer is instructed to notify metals, in writing, immediately. Notice of any such alleged loss should be sent to: metals.com, Attention: Customer Service, 330 S Center St, suite 407 Casper, WY 82601. If the delivery service verifies that Customer's Precious Metals were never delivered, metals shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such undelivered Precious Metals or replace such Precious Metals with other Precious Metals of the same denomination/type and grade. metals assumes no responsibility for Precious Metals lost, damaged, stolen, or otherwise subject to casualty after delivery to Customer. metals assumes no risk of loss for any Precious Metals

purchased from a Customer until such materials are delivered to and accepted by an authorized representative of metals.

### 3. Purchase Price:

a. Sales: The purchase price Customer has been quoted and agreed to pay includes metals operating margin on the transaction. Within the Precious Metals industry, the difference between metals cost on the day of the purchase (for the Precious Metals Customer has agreed to buy) and the retail price quoted to Customer is known as the "Spread." Spreads vary significantly - by Precious Metal, by customer, and over time. For Customer to make a profit, Customer must be able to sell the Precious Metals in the future for a price high enough to cover Customer's initial investment, including Spreads. Spreads may be subject to negotiation, and Spreads charged to Customer in a specific transaction may be more or less than the Spread charged to others in similar transactions or charged to Customer in prior or future transactions. At the time this Transaction Agreement was transmitted for Customer's signature, (i) metals Spread on bullion (i.e., coins and bars that generally move in tandem with the spot price for the relevant commodity) is generally between one percent and five percent (1 to 5%), and (ii) metals's Spread on semi-Numismatic and Numismatic coins and bars is generally between seventeen percent and thirty-three percent (17 to 33%). Spreads for semi-Numismatic and Numismatic coins and bars are often in the range of approximately twenty-nine percent (29%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within those ranges (or even possibly outside those ranges). For example, if a bullion coin or bar was quoted by metals at \$400, and included a ten percent (10%) spread, metals cost for the bullion coin or bar would be \$360. Similarly, if metals quoted a Numismatic coin or bar at \$400, and included a twenty-five percent (25%) spread, metals cost for that coin would be \$300. metals Spread range may be different (higher and/or lower), and the Spread metals charges may be higher or lower, at the time of and for any given transaction. Customer acknowledges that the spot prices of Precious Metals do not necessarily move in tandem with the Precious Metals the Customer purchases. That means that the spot price and the liquidation value of the Precious Metals purchased by the Customer under this Agreement may perform differently from one another.

b. IRA Sales: Individual retirement account ("IRA") transactions are more expensive to process and can require metals to assume certain investment risk in connection with the transaction. As such, notwithstanding the general ranges set forth in Paragraph 3a, at the time this Agreement was transmitted for Customer's signature, metals Spread on IRA Precious Metals transactions varies between two percent and thirty-three percent (2% to 33%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within that range (or even possibly outside that range). Moreover, metals Spread range may be different (higher and/or lower), and the Spread metals charges may be higher or lower, at the time of and for any given transaction. For example, a bullion coin or bar that ordinarily would be quoted by metals (outside an IRA) at \$400, with a ten percent (10%) Spread, might be quoted at \$480, with a twenty-five percent (25%) Spread, if the bullion coin or bar is purchased as an IRA investment. In both those examples, however, metals cost for the bullion coin or bar would be \$360. metals makes no representations regarding the tax consequences of holding Precious Metals as an investment in an Individual retirement account ("IRA"). Client expressly acknowledges that Client has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Further, please note that holding Precious Metals as an investment in an IRA may result in additional fees charged by third parties, not metals, such as depository and custodial fees that would be charged directly to the Client by such third parties. metals makes no opinions, statements, or recommendations in regards to how much or what percentage of Client's retirement account should be invested in precious metals.

c. Re-purchases: metals is prohibited by law from guaranteeing to repurchase Precious Metals that it sells. metals may, at its sole discretion, elect to re-purchase the Precious Metals that metals sells, and metals does not guarantee that it will re-purchase Precious Metals that Customer purchases from metals. In the event Customer seeks to sell its Precious Metals to metals, Customer understands and acknowledges that metals re-purchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. metals does not guarantee that any re-purchase offer will equal the price that metals would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler, or that any offer made will be higher or equal to what someone else might offer for the same Precious

## Metals.

d. Certification: Customers who are selling Precious Metals to metals declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the sale of such articles, and (ii) any sale to metals of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value. Customers who are buying Precious Metals from metals declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the purchaser of such articles, and (ii) any purchase from metals of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value.

e. Quotes on Customer's Holdings: Customers may request a quote on their holdings at any time. When requesting a quote, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings - as metals bid (buy from customer) and ask (sell to customer) quotes will vary. metals bases such quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.

f. Classification as Bullion, semi-Numismatic, or Numismatic: Whether a Precious Metal is classified as Bullion, semi-Numismatic, or Numismatic may turn on a number of objective and subjective factors, including the age of the Precious Metal, its condition, the number of known copies, the likelihood of additional minting, the originating country, relevant historical events or owners (e.g., shipwreck; royalty), relevance to the formation of various Precious Metal collections, and an investor's personal attraction to the piece. metals classification of Precious Metals is only an opinion and may change over time (e.g., if additional quantities of the Precious Metal are discovered). In addition, given the subjective nature of the classification process, other dealers or investors may classify the same coin differently. metals prices and spreads are based on its classification determination.

g. Customer Assumes Investment Risk; Investment Decisions. Customer acknowledges that purchases and sales of Precious Metals involve considerable risk. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices. Customer acknowledges and agrees that Customer assumes the risk of all investment decisions regarding any and all Precious Metals the Customer purchases from metals and metals makes no guarantee or representation regarding Customer's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from metals are made subject to Customer's own prudence, judgment and ultimate decision. Customer expressly acknowledges and agrees to hold metals harmless for any damages arising out of the performance by metals of this Agreement. Customer understands that past performance cannot be an indicative of future results.

4. Remedy for Customer's Failure to Perform: If Customer refuses to accept delivery of the Precious Metals ordered or fails to make payment when due, metals, in its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, metals shall be entitled to recover from Customer the difference between the resale price and Customer's contract price, plus any incidental damages occasioned by Customer's breach. If the proceeds from such resale are more than the contract price with Customer, metals shall be entitled to keep the excess amount to cover metals incidental damages.

## 5. Investment Objectives; Holding Period; Investment Risk; No Advice; Commissioned Sales Representatives:

a. metals is a seller and purchaser of Precious Metals. While metals is always prepared to compare and contrast the different Precious Metals that are available for purchase or that metals is willing to purchase, Customer acknowledges and agrees that (i) no fiduciary relationship exists between metals and Customer, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Customer's decision alone, and (iii) purchases or sales are made subject to Customer's own prudence and judgment.

b. In metals opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased - whether from metals or elsewhere - for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In metals opinion, Customer should only invest capital that can be held for at least this period of time. However, Precious Metals, like all investments, carry capital risk. Precious Metals may appreciate, depreciate, or stay the same depending on a variety of factors. metals cannot guarantee, and makes no representation, that the Precious Metals will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

c. In metals opinion, Customer should not invest more than twenty percent (20%) of Customer's available investment funds in Precious Metals. Moreover, Precious Metals do not yield income and thus are not an appropriate investment vehicle for investors seeking current or future income.

d. The success of an investment in Precious Metals is dependent, in part, upon extrinsic economic forces including but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of Precious Metals in general or any particular Precious Metal cannot be predicted. Customer acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance.

e. metals does not provide tax, investment, or legal advice or advisory services, and no one associated with metals is authorized to provide any such advice or services. Any written or oral statements by metals, its officers, agents, sales representatives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact. Customer agrees, acknowledges, and represents that Customer has not, at any time, sought or been provided with tax, investment, or legal advice or advisory services, of any kind or nature from metals or any of its, affiliates, assigns, successors, agents, employees, contractors or other representatives.

f. metals sales representatives are commissioned salespersons - i.e., their salary is based, at least in part, on the amount and profit margin of the Precious Metals they sell. In addition, from time to time, metals sales representatives may receive other compensation tied to sales activity - e.g., sales contests; bonuses tied to the sale of certain denominations/types or grades of Precious Metals. metals sales representatives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly.

g. metals makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Customer expressly acknowledges that Customer has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Any written or oral statements by metals, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact.

h. Customer understands, agrees, and acknowledges that metals records telephone calls with potential customers and/or including Customer, to avoid and/or prevent fraud, for purposes of verifying Customer's assent to the terms and conditions of the purchase from metals, for quality control and/or other reasons. Customer consents to all such recordings of Customer by metals to the extent consent is required under any state or federal laws or statutes.

6. Grades:

a. metals is not a grading service. metals purchases Precious Metals for re-sale to its customers. metals is not a grading service. metals does not independently assess the Precious Metals it purchases for re-sale, but relies upon the opinions and assessments of independent grading services such as Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, and ANACAS, or others. Grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal. Moreover, grading standards are constantly evolving. metals does not guarantee that the Precious Metals it sells will achieve the same grades in the future. In selling graded Precious Metals, metals warrants that the Precious Metal is genuine (i.e., not a counterfeit) and states that the grade is as opined by the grading service when graded by that service, if graded.



b. Grading is subjective. Grading is a subjective determination. While numerical grading may give the impression of precision, the numbers in fact represent a nuanced opinion that even experts cannot consistently and systematically agree upon. The grade reflects the opinion of the cataloger (or grader) as to the state of preservation, method of strike, and overall appearance of a particular Precious Metal or lot.

c. Terminology. The term "proof" or "specimen" is used to describe a method of manufacture. Those terms do not connote a grade, condition or attribution.

d. Cleaning/Toning. metals does not represent that a Precious Metal has or has not been cleaned, that any toning is natural or artificial, that a Precious Metal has a particular provenance or pedigree, that a Precious Metal is struck or not struck, that a Precious Metal is produced or not produced in a particular manner or style, and/or that a different grading service (or even a different grader within the same grading service) would assign the same grade now or in the future to the same Precious Metal.

e. Acknowledgment. Where metals sells a Precious Metal that is encapsulated by a grading service and bears the grade or condition ascribed to it by the grading service, Customer acknowledges and agrees that other grading services or knowledgeable purchasers might reach a different conclusion as to the item's grade. Customer further acknowledges that metals has provided the grader's description for the customer's information and makes no warranty as to its accuracy or the standards used to determine that grade.

7. Representation/Warranty; Sales Representatives Not Authorized To Make Other Representations or Warranties: metals represents and warrants that, upon the delivery of Purchase Funds (as provided for in Paragraph 1), and subject to the other terms and restrictions set forth in this Transaction Agreement, metals will cause to be delivered to Customer the denomination/type and grade of Precious Metals specified in Customer's order, as classified and/or graded by one of the following independent grading services: Professional Coin Grading Service, Inc. (PCGS), Numismatic Guaranty Corporation of America (NGC), ANACAS, or any other independent grading service of similar standing. The only representation and warranty that Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to metals is the representation set forth in this Paragraph 7. Neither metals, nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that metals is selling or purchasing under this Transaction Agreement.

8. Exchange/Refund Policy:

a. Replacement of Semi-Numismatic or Numismatic Coins Where Grade Disputed: Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of a semi-Numismatic or Numismatic coin or bar (specific kinds of Precious Metals) purchased from metals, Customer should immediately notify metals. If Customer notifies metals of its dissatisfaction within fifteen (15) days of delivery of the semi-Numismatic or Numismatic coin or bar and the original holder in which the semi-Numismatic or Numismatic coin or bar in question was delivered has not been opened, removed, or tampered with in any respect, metals shall replace the semi-Numismatic or Numismatic coin or bar in question with another semi-Numismatic or Numismatic coin or bar (as appropriate) of the same denomination/type and grade. metals, in its sole discretion, may permit Customer to upgrade to a higher value semi-Numismatic or Numismatic coin or bar (either in denomination/type or grade) as part of this replacement process, provided Customer pays the difference between the contract price of the semi-Numismatic or Numismatic coin or bar previously purchased and metals current sale price for the higher value semi-Numismatic or Numismatic coin(s) or bar(s) to be substituted. If metals determines, in its sole discretion, that another semi-Numismatic or Numismatic coin or bar of the same denomination/type and grade is not reasonably, commercially available, metals may elect, at its sole option, to replace the semi-Numismatic or Numismatic coin or bar purchased with a reasonably comparable semi-Numismatic or Numismatic coin or bar, even though of a different denomination/type and grade.

b. Cancellation Period: Certain States' Rights. With the exceptions noted in Paragraph 8a and the Addendum attached hereto (certain state residents only), metals offers Customers a seven (7) day right to request cancellation of their purchase with metals for semi-Numismatic or Numismatic coin or bar purchases. Because Precious Metals, including all other purchases other than semi-Numismatic or Numismatic coin or bars, are subject to price fluctuations

outside of metals control, the metals is unable to rescind, cancel, refund, or exchange Customer's order or this Agreement for all purchases other than semi-Numismatic or Numismatic coin or bars, other than as noted herein, in Paragraph 8a above, and as set forth in the attached Addendum.

9. Disclaimer of Express and Implied Warranties: EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRECIOUS METALS SOLD BY METALS PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND METALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

10. No Liability for Consequential Damages; Limitation of Liability: IN NO EVENT SHALL METALS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS TRANSACTION AGREEMENT, EVEN IF METALS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, METALS LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.

11. Application to Future Transactions: This Transaction Agreement shall control all transactions between metals and Customer unless and until such time as it is amended by metals. Customer agrees that metals may amend this Transaction Agreement at any time and from time to time, that metals may give notice to Customer of any amendment by mailing a copy of the amended Transaction Agreement to the address set forth above (or any updated address provided by Customer in the interim), and that following such mailing, the amended Transaction Agreement shall govern succeeding transactions and any interaction with metals.

12. Force Majeure: Neither metals nor Customer shall be liable for any failure or delay in its or their performance under this Transaction Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of metals internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as metals may use from time to time.

13. Arbitration of Disputes; Waiver of Jury Trial: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRANSACTION AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN METALS AND CUSTOMER, SHALL BE BROUGHT AND BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY ADR SERVICES, INC. CUSTOMER AND METALS WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION, "MASS" ACTION, OR OTHERWISE ON A REPRESENTATIVE BASIS. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL INJUNCTIVE REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

14. Choice of Law: The substantive law of California shall govern all claims brought by or against metals in connection with this Transaction Agreement or otherwise arising out of any interaction between metals and Customer, without any regard for conflict of law principles.

15. Limitation on Time to Bring Any Claim: Except where the law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, any claim or legal action of any kind arising in connection with or relating in any way Customer's purchases from metals, metals, or in any way relating to metals or this Agreement, must be brought within one year after the purchase or sale or other event giving rise to the claim or legal action. If this clause is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims.

16. Jurisdiction: Jurisdiction and venue for any dispute, claim or controversy arising out of or in any way relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between metals and Customer, shall be in Los Angeles, California, and any party making a claim against metals in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes. By entering into this Agreement, Customer agrees to be subject to the personal jurisdiction of the State of California, agreeing and acknowledging that entering into this Agreement shall constitute sufficient minimum contacts with the State of California to confer both general and specific personal jurisdiction.

17. Finality; Integration Clause: This Agreement is intended by metals and Customer as a final expression of their agreement concerning the matters set forth herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of metals that is inconsistent with this Transaction Agreement.

18. Severability: If any provision of this Transaction Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

#### ADDENDUM OF STATE-SPECIFIC PROVISIONS

*Alaska*. metals provides all customers the right to receive a full refund for the return of undamaged and unused metals or coins, provided the customer gives metals timely notice of the return within seven (7) calendar days after the date the customer receives the merchandise. Timely notice is given if the return request is made in person within the seven (7) days or if the return or request is mailed, properly addressed and postmarked, postage prepaid, within the seven (7) days. Receipt of metals or coins is deemed to occur at the earliest of: (a) the date the customer receives actual possession of the metals or coins; or (b) the date the customer receives written confirmation that the metals or coins have been deposited on the customer's behalf in an independent depository. metals, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Connecticut, Nebraska, Maryland, Louisiana, Kansas*. metals provides all **first time customers** the right to a refund for the return of undamaged and unused metal or coins, provided that TMTE, Inc. receive written notice of cancellation within seven (7) calendar days after the date you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Hawaii, Mississippi, West Virginia, Arizona, Colorado, Montana, Oklahoma, Utah, Texas (credit card purchases only), Oregon, Nevada*. metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.



*Indiana, Pennsylvania, Vermont, Wyoming, South Dakota.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within ten (10) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Michigan, Virginia, Arkansas.* metals provides all customers the right to a full refund provided that Metals.com receive written notice of cancellation (see notice provided with your trade confirmation) **within three (3) business days** after the date that you sign this Agreement. metals shall, upon written notice of cancellation, issue a full refund within ten (10) calendar days from the date you send us the notice of cancellation (notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.) If you decide to cancel, **return all items shipped to you (if any) in substantially as good condition as when received to the address that appears on the form, ATTN: Operations Dept.**

*North Dakota.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within fifteen (15) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Maine.* metals provides all **first time customers** the right to a refund, provided that Metals.com receive written notice of cancellation within seven (7) calendar days after the date your trade confirmation is mailed to you (based upon the postmark) or delivered to a third-party carrier such as FedEx. (Prior purchasers have the right to receive a full refund provided that metals receive written notice of the cancellation **within three (3) business days** after the date your trade confirmation is mailed or delivered, as above.) metals shall, upon written notice of cancellation, issue a full refund within fifteen (15) calendar days from the date you send us the notice of cancellation (notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.) If you decide to cancel, **return all items shipped to you (if any) in substantially as good condition as when received to the address that appears on the form, ATTN: Operations Dept.**

*West Virginia.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. For purposes of this subsection, it will be presumed that goods were received seven days after they were mailed unless it can be clearly demonstrated that the goods were not received or received at a later date. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later. metals will provide a cash refund for a cash purchase or issuing a credit for a credit purchase, which credit is applied to the account to which the purchase was debited in connection with the return of its unused and undamaged merchandise or canceled services.

*Wisconsin.* metals provides all customers the right to a full refund provided that metals receive written notice of cancellation (see notice provided with your trade confirmation) **within three (3) business days** after the date that you sign the Addendum to this Trade Confirmation. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals

whichever is later. (Notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.)

# **ATTACHMENT BB**

## **Investor Agreement #2**

**SHIPPING AND TRANSACTION AGREEMENT**

<b>CUSTOMER INFORMATION</b>	Customer Name _____	
	Street Address _____	Evening Phone _____
	City / State / Zip _____	Daytime Phone _____
	Email Address _____	
	By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth on the front and back of this Agreement	
	Cared: _____	Customer's Signature _____

<b>PRECEDENTS</b>	_____	By initializing in the space provided, and by your signature on this agreement, you hereby expressly authorize CM to telephone you at the number(s) provided above, irrespective of whether or not your telephone number appears in the "National Do Not Call Registry." 16 CFR §310.4(b)(1)(ii)(B)(i) and (ii).
	Initial Here	

metals.com / TMTE, Inc. (and its affiliates) (collectively, "metals") and the individual identified above ("Customer") agree that the following terms of this Shipping and Transaction Agreement ("Agreement") shall govern the pending and all future transactions between the parties involving all precious metals, in any form, that is the subject of all transactions between metals and Customer, and shall include, but is not limited to, bullion bars and coins, exclusive coins and bars, Numismatic coins and bars, "junk silver," and bags (and partial bags) of coins (collectively "Precious Metals.") This Agreement shall apply to all purchases from and sales to metals involving Customer, present and future. metals is not an investment advisor, consultancy, licensed brokerage, or banking institution.

1. Delivery of Precious Metals Purchased: Customer must deliver funds sufficient to cover the entirety of Customer's purchase from metals within five (5) business days of Customer's placement of the order ("Purchase Funds"). Purchase Funds may be delivered by check, credit card, or wire transfer. With the limited exception noted in Paragraph 8a, all sales, including credit card sales, are final (i.e., the Precious Metals cannot be exchanged or returned for a refund). Checks may be made out to Metals.com (For wire transfer instructions, please contact your metals sales representative.) metals shall deliver the Precious Metals specified in Customer's order to a suitable delivery service for delivery to Customer no more than twenty-eight (28) days after metals verifies that the Purchase Funds provided are backed by good funds. (Please note that it may take 12 business days to verify personal checks.) If Customer fails to provide the Purchase Funds within five (5) business days of Customer's placement of the order, metals may exercise the rights set forth in Paragraph 4, below.

2. Delivery of Precious Metals: metals shall cause all Precious Metals purchased and paid for to be delivered to Customer's address set forth above. metals only uses reputable, nationally recognized delivery services to deliver its Precious Metals. If, however, Customer's order is lost prior to delivery, Customer is instructed to notify metals, in writing, immediately. Notice of any such alleged loss should be sent to: metals.com, Attention: Customer Service, 330 S Center St, suite 407 Casper, WY 82601. If the delivery service verifies that Customer's Precious Metals were never delivered, metals shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such undelivered Precious Metals or replace such Precious Metals with other Precious Metals of the same denomination/type and grade. metals assumes no responsibility for Precious Metals lost, damaged, stolen, or otherwise subject to casualty after delivery to Customer. metals assumes no risk of loss for any Precious Metals purchased from a Customer until such materials are delivered to and accepted by an authorized representative of metals.

3. Purchase Price:

FOIA Confidential Treatment Requested by Chase Metals.

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a. Sales: The purchase price Customer has been quoted and agreed to pay includes metals operating margin on the transaction. Within the Precious Metals industry, the difference between metals cost on the day of the purchase (for the Precious Metals Customer has agreed to buy) and the retail price quoted to Customer is known as the "Spread." Spreads vary significantly - by Precious Metal, by customer, and over time. For Customer to make a profit, Customer must be able to sell the Precious Metals in the future for a price high enough to cover Customer's initial investment, including Spreads. Spreads may be subject to negotiation, and Spreads charged to Customer in a specific transaction may be more or less than the Spread charged to others in similar transactions or charged to Customer in prior or future transactions. At the time this Transaction Agreement was transmitted for Customer's signature, (i) metals Spread on bullion (i.e., coins and bars that generally move in tandem with the spot price for the relevant commodity) is generally between one percent and five percent (1 to 5%), and (ii) metals's Spread on exclusive products from the Government mint is generally between one percent and nineteen point nine percent (1% to 19.9%). Spreads for exclusive gold and silver products and Numismatic coins and bars are often in the range of approximately one percent and nineteen point nine (1% to 19.9%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within those ranges (or even possibly outside those ranges). For example, if a bullion coin or bar was quoted by metals at \$400, and included a ten percent (10%) spread, metals cost for the bullion coin or bar would be \$360. Similarly, if metals quoted a Numismatic coin or bar or exclusive product at \$400, and included a nineteen (19%) spread, metals cost for that coin would be \$324. Metals Spread range may be different (higher and/or lower), and the Spread metals charges may be higher or lower, at the time of and for any given transaction. Customer acknowledges that the spot prices of Precious Metals do not necessarily move in tandem with the Precious Metals the Customer purchases. That means that the spot price and the liquidation value of the Precious Metals purchased by the Customer under this Agreement may perform differently from one another.

b. IRA Sales: Individual retirement account ("IRA") transactions are more expensive to process and can require metals to assume certain investment risk in connection with the transaction. As such, notwithstanding the general ranges set forth in Paragraph 3a, at the time this Agreement was transmitted for Customer's signature, metals Spread on IRA Precious Metals transactions varies between one percent and nineteen point nine percent (1% to 19.9%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within that range (or even possibly outside that range). Moreover, metals Spread range may be different (higher and/or lower), and the Spread metals charges may be higher or lower, at the time of and for any given transaction. For example, a bullion coin or bar that ordinarily would be quoted by metals (outside an IRA) at \$400, with a ten percent (10%) Spread, might be quoted at \$360, with a nineteen percent (19%) Spread, if the bullion coin or bar is purchased within an IRA. In both those examples, however, metals cost for the bullion coin or bar would be \$324. Metals makes no representations regarding the tax consequences of holding Precious Metals as an investment in an Individual retirement account ("IRA"). Client expressly acknowledges that Client has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Further, please note that holding Precious Metals as an investment in an IRA may result in additional fees charged by third parties, not metals, such as depository and custodial fees that would be charged directly to the Client by such third parties. metals makes no opinions, statements, or recommendations in regards to how much or what percentage of Client's retirement account should be invested in precious metals.

c. Re-purchases: metals is prohibited by law from guaranteeing to repurchase Precious Metals that it sells. metals may, at its sole discretion, elect to re-purchase the Precious Metals that metals sells, and metals does not guarantee that it will re-purchase Precious Metals that Customer purchases from metals. In the event Customer seeks to sell its Precious Metals to metals, Customer understands and acknowledges that metals re-purchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. metals does not guarantee that any re-purchase offer will equal the price that metals would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler, or that any offer made will be higher or equal to what someone else might offer for the same Precious Metals.

d. Certification: Customers who are selling Precious Metals to metals declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the sale of such articles, and (ii) any sale to metals of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value. Customers who are buying Precious Metals from metals declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of



Customer's avocations as collector, speculator, or investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the purchase of such articles, and (ii) any purchase from metals of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value.

e. Quotes on Customer's Holdings: Customers may request a quote on their holdings at any time. When requesting a quote, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings- as metals bid (buy from customer) and ask (sell to customer) quotes will vary. metals bases such quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.

f. Classification as Bullion, Exclusive, or Numismatic: Whether a Precious Metal is classified as Bullion Exclusive, or Numismatic may turn on a number of objective and subjective factors, including the age of the Precious Metal, its condition, the number of known copies, the likelihood of additional minting, the originating country, relevant historical events or owners (e.g., shipwreck; royalty), relevance to the formation of various Precious Metal collections, and an investor's personal attraction to the piece. metals classification of Precious Metals is only an opinion and may change over time (e.g., if additional quantities of the Precious Metal are discovered). In addition, given the subjective nature of the classification process, other dealers or investors may classify the same coin differently. metals prices and spreads are based on its classification determination.

g. Customer Assumes Investment Risk; Investment Decisions. Customer acknowledges that purchases and sales of Precious Metals involve considerable risk. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock -piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices. Customer acknowledges and agrees that Customer assumes the risk of all investment decisions regarding any and all Precious Metals the Customer purchases from metals and metals makes no guarantee or representation regarding Customer's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from metals are made subject to Customer's own prudence, judgment and ultimate decision. Customer expressly acknowledges and agrees to hold metals harmless for any damages arising out of the performance by metals of this Agreement. Customer understands that past performance cannot be an indicative of future results.

4. Remedy for Customer's Failure to Perform: If Customer refuses to accept delivery of the Precious Metals ordered or fails to make payment when due, metals, in its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, metals shall be entitled to recover from Customer the difference between the resale price and Customer's contract price, plus any incidental damages occasioned by Customer's breach. If the proceeds from such resale are more than the contract price with Customer, metals shall be entitled to keep the excess amount to cover metals incidental damages.

#### 5. Investment Objectives; Holding Period; Investment Risk; No Advice; Commissioned Sales Representatives :

a. metals is a seller and purchaser of Precious Metals. While metals is always prepared to compare and contrast the different Precious Metals that are available for purchase or that metals is willing to purchase, Customer acknowledges and agrees that (i) no fiduciary relationship exists between metals and Customer, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Customer's decision alone, and (iii) purchases or sales are made subject to Customer's own prudence and judgment.

b. In metals opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased - whether from metals or elsewhere - for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In metals opinion, Customer should only invest capital that can be held for at least this period of time. However, Precious Metals, like all investments, carry capital risk. Precious Metals may appreciate, depreciate, or stay the same depending on a variety of factors. metals cannot guarantee, and makes no representation, that the Precious Metals will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.

c. In metals opinion, Customer should not invest more than twenty percent (20%) of Customer's available investment funds in Precious Metals. Moreover, Precious Metals do not yield income and thus are not an appropriate investment vehicle for investors seeking current or future income.

d. The success of an investment in Precious Metals is dependent, in part, upon extrinsic economic forces including

but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of Precious Metals in general or any particular Precious Metal cannot be predicted. Customer acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance.

e. metals does not provide tax, investment, or legal advice or advisory services, and no one associated with metals is authorized to provide any such advice or services. Any written or oral statements by metals, its officers, agents, sales representatives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact. Customer agrees, acknowledges, and represents that Customer has not, at any time, sought or been provided with tax, investment, or legal advice or advisory services, of any kind or nature from metals or any of its, affiliates, assigns, successors, agents, employees, contractors or other representatives.

f. metals sales representatives are commissioned salespersons - i.e., their salary is based, at least in part, on the amount and profit margin of the Precious Metals they sell. In addition, from time to time, metals sales representatives may receive other compensation tied to sales activity - e.g., sales contests; bonuses tied to the sale of certain denominations/types or grades of Precious Metals. metals sales representatives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly.

g. metals makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Customer expressly acknowledges that Customer has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Any written or oral statements by metals, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact.

h. Customer understands, agrees, and acknowledges that metals records telephone calls with potential customers and/or including Customer, to avoid and/or prevent fraud, for purposes of verifying Customer's assent to the terms and conditions of the purchase from metals, for quality control and/or other reasons. Customer consents to all such recordings of Customer by metals to the extent consent is required under any state or federal laws or statutes.

#### 6. Grades:

a. metals is not a grading service. metals purchases Precious Metals for re-sale to its customers. metals is not a grading service. metals does not independently assess the Precious Metals it purchases for resale, but relies upon the opinions and assessments of independent grading services such as Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, and ANACAS, or others. Grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal. Moreover, grading standards are constantly evolving. metals does not guarantee that the Precious Metals it sells will achieve the same grades in the future. In selling graded Precious Metals, metals warrants that the Precious Metal is genuine (i.e., not a counterfeit) and states that the grade is as opined by the grading service when graded by that service if graded.

b. Grading is subjective. Grading is a subjective determination. While numerical grading may give the impression of precision, the numbers in fact represent a nuanced opinion that even experts cannot consistently and systematically agree upon. The grade reflects the opinion of the cataloger (or grader) as to the state of preservation, method of strike, and overall appearance of a particular Precious Metal or lot.

c. Terminology. The term "proof" or "specimen" is used to describe a method of manufacture. Those terms do not connote a grade, condition or attribution.

d. Cleaning/Toning. metals does not represent that a Precious Metal has or has not been cleaned, that any toning is natural or artificial, that a Precious Metal has a particular provenance or pedigree, that a Precious Metal is struck or not struck, that a Precious Metal is produced or not produced in a particular manner or style, and/or that a different grading service (or even a different grader within the same grading service) would assign the same grade now or in the future to the same Precious Metal.

e. Acknowledgment. Where metals sells a Precious Metal that is encapsulated by a grading service and bears the

grade or condition ascribed to it by the grading service. Customer acknowledges and agrees that other grading services or knowledgeable purchasers might reach a different conclusion as to the item's grade. Customer further acknowledges that metals has provided the grader's description for the customer's information and makes no warranty as to its accuracy or the standards used to determine that grade.

7. Representation/Warranty; Sales Representatives Not Authorized To Make Other Representations or Warranties metals represents and warrants that, upon the delivery of Purchase Funds (as provided for in Paragraph 1), and subject to the other terms and restrictions set forth in this Transaction Agreement, metals will cause to be delivered to Customer the denomination/type and grade of Precious Metals specified in Customer's order, as classified and/or graded by one of the following independent grading services: Professional Coin Grading Service, Inc. (PCGS), Numismatic Guaranty Corporation of America (NGC), ANACAS, or any other independent grading service of similar standing. The only representation and warranty that Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to metals is the representation set forth in this Paragraph 7. Neither metals, nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that metals is selling or purchasing under this Transaction Agreement.

8. Exchange/Refund Policy:

a. Replacement of Exclusive or Numismatic Coins Where Grade Disputed: Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of an exclusive or Numismatic coin or bar (specific kinds of Precious Metals) purchased from metals, Customer should immediately notify metals. If Customer notifies metals of its dissatisfaction within fifteen (15) days of delivery of the exclusive or Numismatic coin or bar and the original holder in which the exclusive or Numismatic coin or bar in question was delivered has not been opened, removed, or tampered with in any respect, metals shall replace the exclusive or Numismatic coin or bar in question with another exclusive or Numismatic coin or bar (as appropriate) of the same denomination/type and grade. metals, in its sole discretion, may permit Customer to upgrade to a higher value exclusive or Numismatic coin or bar (either in denomination/type or grade) as part of this replacement process, provided Customer pays the difference between the contract price of the exclusive or Numismatic coin or bar previously purchased and metals current sale price for the higher value exclusive or Numismatic coin(s) or bar(s) to be substituted. If metals determines, in its sole discretion, that another exclusive or Numismatic coin or bar of the same denomination/type and grade is not reasonably, commercially available, metals may elect, at its sole option, to replace the exclusive or Numismatic coin or bar purchased with a reasonably comparable exclusive or Numismatic coin or bar, even though of a different denomination/type and grade.

b. Cancellation Period; Certain States' Rights. With the exceptions noted in Paragraph 8a and the Addendum attached hereto (certain state residents only), metals offers Customers a seven (7) day right to request cancellation of their purchase with metals for exclusive or Numismatic coin or bar purchases. Because Precious Metals, including all other purchases other than exclusive or Numismatic coin or bars, are subject to price fluctuations outside of metals control, the metals is unable to rescind, cancel, refund, or exchange Customer's order or this Agreement for all purchases other than exclusive or Numismatic coin or bars, other than as noted herein, in Paragraph 8a above, and as set forth in the attached Addendum.

9. Disclaimer of Express and Implied Warranties: EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRECIOUS METALS SOLD BY METALS PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND METALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

10. No Liability for Consequential Damages; Limitation of Liability. IN NO EVENT SHALL METALS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS TRANSACTION AGREEMENT, EVEN IF METALS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, METALS LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.

11. Application to Future Transactions: This Transaction Agreement shall control all transactions between metals and Customer unless and until such time as it is amended by metals. Customer agrees that metals may amend this



Transaction Agreement at any time and from time to time, that metals may give notice to Customer of any amendment by mailing a copy of the amended Transaction Agreement to the address set forth above (or any updated address provided by Customer in the interim), and that following such mailing, the amended Transaction Agreement shall govern succeeding transactions and any interaction with metals.

12. Force Majeure: Neither metals nor Customer shall be liable for any failure or delay in its or their performance under this Transaction Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of metals internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as metals may use from time to time.

13. Arbitration of Disputes; Waiver of Jury Trial: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRANSACTION AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN METALS AND CUSTOMER, SHALL BE BROUGHT AND BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY ADR SERVICES, INC. CUSTOMER AND METALS WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION, "MASS" ACTION, OR OTHERWISE ON A REPRESENTATIVE BASIS. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL INJUNCTIVE REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

14. Choice of Law: The substantive law of California shall govern all claims brought by or against metals in connection with this Transaction Agreement or otherwise arising out of any interaction between metals and Customer, without any regard for conflict of law principles.

15. Limitation on Time to Bring Any Claim: Except where the law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, any claim or legal action of any kind arising in connection with or relating in any way Customer's purchases from metals, metals, or in any way relating to metals or this Agreement, must be brought within one year after the purchase or sale or other event giving rise to the claim or legal action. If this clause is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims.

16. Jurisdiction: Jurisdiction and venue for any dispute, claim or controversy arising out of or in any way relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between metals and Customer, shall be in Los Angeles, California, and any party making a claim against metals in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes. By entering into this Agreement, Customer agrees to be subject to the personal jurisdiction of the State of California, agreeing and acknowledging that entering into this Agreement shall constitute sufficient minimum contacts with the State of California to confer both general and specific personal jurisdiction.

17. Finality; Integration Clause: This Agreement is intended by metals and Customer as a final expression of their agreement concerning the matters set forth herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of metals that is inconsistent with this Transaction Agreement.

18. Severability: If any provision of this Transaction Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

#### ADDENDUM OF STATE-SPECIFIC PROVISIONS

*Alaska.* metals provides all customers the right to receive a full refund for the return of undamaged and unused metals or coins, provided the customer gives metals timely notice of the return within seven (7) calendar days after the date the customer receives the merchandise. Timely notice is given if the return request is made in person within the seven (7) days or if the return or request is mailed, properly addressed and postmarked, postage prepaid, within the seven (7) days. Receipt of metals or coins is deemed to occur at the earliest of: (a) the date the customer receives actual possession of the metals or coins; or (b) the date the customer receives written confirmation that the metals or coins have been deposited on the customer's behalf in an independent depository. metals, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Connecticut, Nebraska, Maryland, Louisiana, Kansas.* metals provides all **first time customers** the right to a refund for the return of undamaged and unused metal or coins, provided that TMTE, Inc. receive written notice of cancellation within seven (7) calendar days after the date you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Hawaii, Mississippi, West Virginia, Arizona, Colorado, Montana, Oklahoma, Utah, Texas (credit card purchases only), Oregon, Nevada.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Indiana, Pennsylvania, Vermont, Wyoming, South Dakota.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within ten (10) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Michigan, Virginia, Arkansas.* metals provides all customers the right to a full refund provided that Metals.com receive written notice of cancellation (see notice provided with your trade confirmation) **within three (3) business days** after the date that you sign this Agreement. metals shall, upon written notice of cancellation, issue a full refund within ten (10) calendar days from the date you send us the notice of cancellation (notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.) If you decide to cancel, **return all items shipped to you (if any) in substantially as good condition as when received to the address that appears on the form, ATTN: Operations Dept.**

*North Dakota.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within fifteen (15) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

*Maine.* metals provides all **first time customers** the right to a refund, provided that Metals.com receive written notice of cancellation within seven (7) calendar days after the date your trade confirmation is mailed to you (based upon the postmark) or delivered to a third-party carrier such as FedEx. (Prior purchasers have the right to receive a full refund provided that metals receive written notice of the cancellation **within three (3) business days** after the date your trade confirmation is mailed or delivered, as above.) metals shall, upon written notice of cancellation, issue a full refund within fifteen (15) calendar days from the date you send us the notice of cancellation (notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.) If you decide to cancel, **return all items shipped to you (if any) in substantially as good condition as when received to the address that appears on the form, ATTN: Operations Dept.**

*West Virginia.* metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. For purposes of this subsection, it will be presumed that goods were received seven days after they were mailed unless it can be clearly demonstrated that the goods were not received or received at a later date metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later. metals will provide a cash refund for a cash purchase or issuing a credit for a credit purchase, which credit is applied to the account to which the purchase was debited in connection with the return of its unused and undamaged merchandise or canceled services.

*Wisconsin.* metals provides all customers the right to a full refund provided that metals receive written notice of cancellation (see notice provided with your trade confirmation) **within three (3) business days** after the date that you sign the Addendum to this Trade Confirmation. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals whichever is later. (Notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.)

# **ATTACHMENT CC**

**Metals Investor A.F.**

June 27<sup>th</sup>, 2018  
INVOICE # [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM**American Estate and Trust**  
**FBO A [REDACTED] F [REDACTED]**  
**Purchase Invoice**  
**TOWER IRA**  
**Acct# [REDACTED]****BILLING ADDRESS:**  
Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**  
Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, DE 19802**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	4,000	\$24.02	\$96,080.00
Silver - Buffalo Round .999 - 1.0 oz	110	\$16.50	\$1,815.00
Gold - Bar - 1.0 oz	4	\$1,262.80	\$5,051.20
TOTAL			\$102,946.20

RISK DISCLOSURE AND ACCOUNT AGREEMENT SIGNED AND UNDERSTOOD: Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic, or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied as legal, tax, or investment advice, statements, opinions, or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_06182

# **ATTACHMENT DD**

**Metals Investor R.O.**

January 26<sup>th</sup>, 2018  
INVOICE # [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-483-1326  
Email: CORPORATE@METALS.COMR [REDACTED] O [REDACTED]  
**Purchase Invoice**  
**New Direction**  
**Acct# [REDACTED]****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, DE 19802**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Canadian Maple Leaf Coin .9999 - 1.0 oz	100	\$19.17	\$1,917.00
Silver - 2018 Polar Bear Coin .9999 - 0.5 oz	8,227	\$26.00	\$213,902.00
Silver - Bar - 10.0 oz	10	\$181.10	\$1,811.00
Silver - 2015 America The Beautiful Kitsache - 5.0 oz	100	\$135.00	\$13,500.00
Silver - Canadian Maple Leaf Coin .9999 - 1.0 oz	100	\$19.17	\$1,917.00
TOTAL			\$233,047.00

RISK DISCLOSURE AND ACCOUNT AGREEMENT SIGNED AND UNDERSTOOD: Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied as, legal, tax or investment advice, statements, opinions or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_07413

# **ATTACHMENT EE**

**Metals Investor B.F.**



August 13<sup>th</sup>, 2019  
INVOICE [REDACTED]**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM

B [REDACTED] F [REDACTED]

**Purchase Invoice****BILLING ADDRESS:**Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**B [REDACTED] F [REDACTED]  
[REDACTED] RI 02882**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
1/10 oz Gold - 2019 Royal Canadian Mint Polar Bear Coin .9999	102	\$294.82	\$30,071.64
1/4 oz Gold - 2019 British Standard Coin .9999	18	\$731.80	\$13,172.40
1 oz Gold - American Eagle	3	\$1,527.74	\$4,583.22
1 g Gold - Bar	3	\$57.56	\$172.68
TOTAL			\$47,999.94

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_07581

# ATTACHMENT FF

**Metals Investor JL**

September 4<sup>th</sup>, 2018  
INVOICE**metals.com**  
*The #1 Name In Metals*433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COMJ L  
**Purchase Invoice**  
**New Direction**  
**Acct#****BILLING ADDRESS:**  
Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210**DELIVERY ADDRESS:**  
Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, DE 19802**Comments or special instructions:**

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - Buffalo Round .999 - 1.0 oz	150	\$14.99	\$2,248.50
Gold - Bar - 1 g	150	\$48.58	\$7,287.00
Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/10 oz	150	\$289.90	\$43,485.00
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	1,750	\$25.02	\$43,785.00
Silver - America The Beautiful Coin - Various - 5.0 oz	30	\$88.27	\$2,648.10
TOTAL			\$99,453.60

RISK DISCLOSURE AND ACCOUNT AGREEMENT SIGNED AND UNDERSTOOD: Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic, or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied as, legal, tax or investment advice, statements, opinions or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_00446



# Precious Metals Exchange Form

New Direction Trust Company  
1070 W. Century Drive  
Louisville, CO 80027  
p: 877-742-1270 x185 | f: 303-665-5962

**NOTE:** All investment paperwork must be titled correctly: **NDTCO as custodian FBO Client's Name IRA**. If you have a 401(k) or beneficiary account, please call our office for correct vesting (tithing).

## 1. ACCOUNT INFORMATION

Your Name: (as it appears on your account, not your title or vesting name) J. [REDACTED]	New Direction Account Number: [REDACTED]
Account Type: <input checked="" type="checkbox"/> Traditional IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Inherited IRA <input type="checkbox"/> Solo 401(k) <input type="checkbox"/> HSA	
Phone Number: [REDACTED]	Email Address: sidmarklong@gmail.com

## 2. TELL US ABOUT YOUR DEALER AND DEPOSITORY

Dealer Name: [REDACTED]	Depository Name: Delaware depository
----------------------------	---

I understand that New Direction Trust Company is not responsible for contacting the dealer and establishing a selling or buying price.

## 3. ACKNOWLEDGEMENT OF EXCHANGE INSTRUCTIONS

Initial Here [Signature]	I acknowledge that by submitting this request I will contact my dealer of choice and agree upon a selling and buying price for my metals. I will submit an invoice, which will list all final prices. I further understand that my Precious Metals Dealer listed on this form may contact New Direction Trust Company to receive information regarding this investment and current holdings to complete the exchange.
-----------------------------	---

## 4. HOW WOULD YOU LIKE TO PAY FOR THE TRANSACTION?

Choose One: <input type="checkbox"/> Your Account <input type="checkbox"/> Credit Card	Credit Card Type: (the following are accepted) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover Card Number: _____ 3 Digit Security Code: _____ Exp Date: _____ Exact Name on Card: _____ Signature: _____
--	---

## 5. AUTHORIZATION

I declare that I am the owner of the New Direction Trust Company, the Custodian, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for my investment. I agree for my account, including any rollover, to be used for this transaction. I understand that the Custodian does not sell or endorse any investment products, and that it is not affiliated in any way with any investment provider. I understand that the role of the Custodian is limited, and I agree that I am responsible for my investment. I do not include investment vehicles for my account. I acknowledge that the Custodian has not provided or assumed responsibility for any tax, legal or investment advice with respect to this investment, and I agree that the Custodian will not be liable for any loss which results from my decision to purchase this investment. I understand that the Custodian has not reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I agree that I have done my own due diligence investigation prior to instructing the Custodian to execute this transaction for my account. I understand that the Custodian does not determine whether this investment is acceptable under the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing this transaction the Custodian is only acting as my agent, and nothing will be deemed as endorsing financial status on the Custodian. I agree that the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of my action taken in connection with this investment transaction or resulting from serving as the Custodian for this investment, including without limitation, claims, damages, liability, actions and losses caused by me. I understand that if this Direction Letter and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Custodian, or if there are insufficient undirected funds in my account to fully comply with my instructions execute the transaction and to pay for this, the Custodian may not process this transaction until proper documentation and/or clarification is received, and the Custodian will have no liability for loss of income or appreciation. I understand that my account is subject to the provisions of the Investment Advisers Act (IAA), which defines certain prohibited transactions. I acknowledge that the Custodian has not made or will make any determination as to whether this investment is prohibited under IAA or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements. I understand that with some types of accounts there are limits for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to these rules during the term of the investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn. Not responsible for Market Condition Volatility. I understand that I have agreed and instructed the Custodian to follow the transaction directions which I provide, as confirmed by written Buy/Sell Orders to the Custodian from the undersigned for the Account.

I further understand that some transactions that I may direct or instruct the Custodian to complete, especially commodities such as precious metals, that may be dependent upon the operation of global markets and entities, there could be fluctuations in price and conditions of the market from the time that I issue a Direction Letter to the Custodian and the time when the transaction can actually be completed and reported to my Account. I hereby agree to release, indemnify, defend and hold the Custodian harmless for any claims regarding the fluctuations in price and/or conditions if any. I further agree to waive any claims that I may have, past, present or future, known or unknown, anticipated or unanticipated, with respect to the fluctuations in price and/or conditions of any investment that I direct or instruct the Custodian to make from the time I deliver my Direction Letter to the Custodian until the time the transaction is actually completed and recorded to my Account. Transactions involving undirected funds will not be processed until sufficient funds are received. If fees are being deducted from my account, the full amount of the transaction plus fees must be available before your transaction can be processed. I understand that all communications regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid and that no person at the office of the Custodian has the authority to modify any of the foregoing provisions. I certify that I have submitted this document and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete.

I declare that the information provided in this document, and to the best of my knowledge and belief, it is true, correct and complete. If I request NDTCO to transfer metals from the depository to another third party, the cost of shipment, insurance, and processing by the depository, if any, is my responsibility.

Signature: [Signature] Date: 6/3/2019

Copyright 2018 New Direction Trust Company PM EX rev 12/18

PMEX0003623



<b>INVOICE #</b>	<b>DATE</b>
[REDACTED]	6/6/2019
<b>Representative</b>	<b>Customer Account #</b>
Luke M.	[REDACTED]
<b>SHIP TO</b>	

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1 Gram Gold Bar	150	\$44.10	\$6,615.00
Gold Asst Animal .10oz	150	\$136.07	\$20,410.50
5oz Silver America The Beautiful	30	\$88.05	\$2,641.50
1oz Silver Buffalo Round	150	\$15.06	\$2,259.00
Silver Polar Bear .50oz	1750	\$7.68	\$13,440.00
	SUBTOTAL:		\$45,366.00
	SHIPPING WAIVED		
	TOTAL		\$45,366.00

Thank You for your business with P [REDACTED] G [REDACTED]

New Direction IRA, Inc

Prices as of 6/20/2019

6/20/2019

Page: 100.00 of 195.00

BRANCH: 11

Total Fair Value	\$0.00
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<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
GB1GRMCWC	Bullion Bar -- 1 g. RMC w / certificate	150.000	\$44.79	\$6,718.71
GCPBT	Canadian Polar Bear -- 1/10 oz.	150.000	\$139.32	\$20,898.00
SAB16SE	Silver, America the Beautiful Bullion Coin, 2016 Shawnee National Forc	30.000	\$77.56	\$2,326.80
SMLHPB	Silver Canadian Polar Bear -- 1/2 oz.	1750.000	\$7.76	\$13,573.00
SR1RMCBUF	Bullion Round, RMC/Buffalo-- 1 oz.	150.000	\$15.51	\$2,326.80
Total Fair Value				<u>\$45,843.31</u>

PMEX0003627

# **ATTACHMENT GG**

**Metals Investor M.O.**

July 11<sup>th</sup>, 2018  
INVOICE # [WB71118KS]

# metals.com

*The #1 Name In Metals*

433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210  
Phone: 800-463-1326  
Email: CORPORATE@METALS.COM

M [REDACTED] C [REDACTED]  
**Purchase Invoice**  
**New Direction**  
**Acct# [REDACTED]**

**BILLING ADDRESS:**  
Metals.com  
433 N. Camden Dr, Suite 970  
BEVERLY HILLS, CA 90210

**DELIVERY ADDRESS:**  
Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, DE 19802

## Comments or special instructions:

DESCRIPTION	Quantity	Unit Price	AMOUNT
Silver - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/2 oz	7,819	\$23.99	\$187,577.81
Gold - 2018 Royal Canadian Mint Polar Bear Coin .9999 - 1/10 oz	919	\$279.99	\$257,310.81
Gold - 2018 Royal Canadian Mint Maple Leaf .9999 Purity - 1.0 oz	9	\$1,249.00	\$11,241.00
Silver - Royal Canadian Mint Maple Leaf Coin .9999 - 1.0 oz	329	\$16.49	\$5,425.21
Silver - America The Beautiful Coin - ATB - 5.0 oz	19	\$81.19	\$1,542.61

*Continued on next page*

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TMTE\_CFTC\_06451



July 11<sup>th</sup>, 2018  
INVOICE #[WB71118KS]

# metals.com

*The #1 Name In Metals*

*Continued from previous page*

Gold - 2018 Royal Canadian Mint Maple Leaf Coin .9999 Purity - 1/4 oz	29	\$314.99	\$9,134.71
TOTAL			\$472,232.15

RISK DISCLOSURE AND ACCOUNT AGREEMENT SIGNED AND UNDERSTOOD: Metals.com does not provide legal, tax, or investment advice. Nothing of the foregoing, or of any other written, electronic or oral statement or communication by Metals.com or its representatives, is intended to be, or may be relied as legal, tax or investment advice, statements, opinions or predictions. Prior to making any investment decisions, please consult with the appropriate legal, tax, and investment professionals for advice.

FOIA Confidential Treatment Requested by Chase Metals

TMTE\_CFTC\_06452



# Precious Metals Exchange Form

New Direction Trust Company  
1070 W. Century Drive  
Louisville, CO 80027  
p: 877-742-1270 x185 | f: 303-665-5962

**NOTE:** All investment paperwork must be titled correctly: **NDTCO as custodian FBO Client's Name IRA**. If you have a 401(k) or beneficiary account, please call our office for correct vesting (tithing).

## 1. ACCOUNT INFORMATION

Your Name: (as it appears on your account, not your title or vesting name) M O	New Direction Account Number: [REDACTED]
Account Type: <input checked="" type="checkbox"/> Traditional IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Inherited IRA <input type="checkbox"/> Solo 401(k) <input type="checkbox"/> HSA	
Phone Number: [REDACTED]	Email Address: [REDACTED]@COMCAST.NET

## 2. TELL US ABOUT YOUR DEALER AND DEPOSITORY

Dealer Name: P G	Depository Name: Delaware Depository
---------------------	---

I understand that New Direction Trust Company is not responsible for contacting the dealer and establishing a selling or buying price.

## 3. ACKNOWLEDGEMENT OF EXCHANGE INSTRUCTIONS

Initial Here [REDACTED]	I acknowledge that by submitting this request I will contact my dealer of choice and agree upon a selling and buying price for my metals. I will submit an invoice, which will list all final prices. I further understand that my Precious Metals Dealer listed on this form may contact New Direction Trust Company to receive information regarding this investment and current holdings to complete the exchange.
----------------------------	---

## 4. HOW WOULD YOU LIKE TO PAY FOR THE TRANSACTION?

Choose One: <input checked="" type="checkbox"/> Your Account <input type="checkbox"/> Credit Card	Credit Card Type: (the following are accepted) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover Card Number: _____ 3 Digit Security Code: _____ Exp Date: _____ Exact Name on Card: _____ Signature: _____
---	---

## 5. AUTHORIZATION

I confirm that I am directing New Direction Trust Company, the Custodian, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this document. I understand that the Custodian does not sell or endorse any investment products, and that it is not affiliated in any way with any investment provider. I understand that the role of the Custodian is limited, and its responsibilities do not include investment selection for my account. I acknowledge that the Custodian has not provided or assumed responsibility for any tax, legal or investment advice with respect to this investment, and I agree that the Custodian will not be liable for any loss which results from my decision to purchase this investment. I understand that the Custodian has not reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Custodian to execute this transaction for my account. I understand that the Custodian does not determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing this transaction the Custodian is only acting as my agent, and nothing will be construed as conferring fiduciary status on the Custodian. I agree that the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Custodian for this investment, including, without limitation, claims, damages, liability, actions and losses asserted by me. I understand that if this Direction Letter and any accompanying documentation are not received as requested, or, if received, are unclear in the opinion of the Custodian, or if there are insufficient undirected funds in my account to fully comply with my instructions execute the transaction and to pay all fees, the Custodian may not process this transaction until proper documentation and/or clarification is received, and the Custodian will have no liability for loss of income or appreciation. I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that the Custodian has not made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements. I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn. Not Responsible for Market Condition Variances: I understand that I have agreed and instructed the Custodian to follow the transaction directions which I provide, as confirmed by written Buy Direction Letters to the Custodian from the undersigned for the Account.

I further understand that some transactions that I may direct or instruct the Custodian to complete, especially commodities such as precious metals, that may be dependent upon the operation of global markets and entities, there could be fluctuations in price and condition of said investments from the time that I issue a Direction Letter to Custodian and the time when the transaction can actually be completed and recorded in my Account. I hereby agree to release, indemnify, defend and hold Custodian harmless from any claims regarding the fluctuation in prices and/or conditions if any. I further agree to waive any claims that I may have, past, present or future, known or unknown, anticipated or unanticipated, with respect to the fluctuation or change in the price or condition of any investment that I direct or instruct the Custodian to make from the time I deliver my Direction Letter to the Custodian until the time the transaction is actually completed and recorded to my Account. Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from my account, the full amount of the transaction plus fees must be available before your transaction can be processed. I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid and that no person at the office of the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined this document and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete.

I declare that I have read the foregoing provisions. I certify that I have examined this document and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete. If I request NDTCO to transfer metals another third party, the cost of shipment, insurance, and processing by the depository, if any, is my responsibility.

Signature: \_\_\_\_\_ Date: 9-22-2019

Please read the disc

P [REDACTED] G [REDACTED]

Los Angeles, CA 90025

[REDACTED].com



P [REDACTED]

## Purchase Order

INVOICE #	DATE
[REDACTED]	9/26/2019
Representative	Customer Account #
Andy C.	[REDACTED]

<b>BILL TO</b>	<b>SHIP TO</b>
<b>Name:</b> NDTCO as Custodian FBO- <b>Address:</b> 1070 West Century Drive, St. 101 <b>City/State/Zip:</b> Louisville, CO 80027 <b>Phone:</b> 303-546-7930 <b>Email:</b> <b>Order Info:</b> IRA Metal-to-Metal Exchange	<b>Name:</b> DDSC (Delaware Depository) <b>Address:</b> FBO PGG [REDACTED] <b>City/State/Zip:</b> 3601 North Market Street <b>Phone:</b> Wilmington, DE 19802 <b>Shipping Method:</b> 302-765-3889

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1/10oz Gold Canadian Asst Animal	919	\$153.00	\$140,607.00
1oz Gold Maple Leaf	9	\$1,533.00	\$13,797.00
1/4oz Gold Maple Leaf	29	\$383.25	\$11,114.25
1oz Silver Canadian Maple Leaf	329	\$18.68	\$6,145.72
Silver Polar Bear .50oz	7819	\$9.35	\$73,068.56
SUBTOTAL			\$244,732.53
SHIPPING WAIVED			
TOTAL			\$244,732.53
Thank You for your business with [REDACTED]			

PMEX0003508



New Direction Trust

Prices as of 9/26/2019

9/26/2019

Page: 118.00 of 197.00

BRANCH: 11

M O

<u>Product Code</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Fair Value / Unit</u>	<u>Fair Value</u>
SML1	Canadian Maple Leaf -- 1 oz.	329.000	\$18.58	\$6,113.48
SMLHPB	Silver Canadian Polar Bear -- 1/2 oz.	7819.000	\$8.92	\$69,753.30
			<b>Total Fair Value</b>	<b>\$240,653.46</b>

PMEX0003512

# ATTACHMENT HH

## **Investor Deposits into Barrick Bank Accounts**

## Attachment HH

### Monthly Deposits into Barrick Accounts By SDIRA and Cash Customers

<b>Name on Account</b>	<b>Bank</b>	<b>Month</b>	<b>SDIRA Customers</b>	<b>Cash Customers</b>	<b>Total customers</b>
Barrick	BofA 6672	Nov-19	\$0.00	\$0.00	\$0.00
Barrick	BofA 6672	Dec-19	\$147,952.56	\$281,794.04	\$429,746.60
Barrick	BofA 6672	Jan-20	\$1,278,274.97	\$215,550.00	\$1,493,824.97
Barrick	BofA 6672	Feb-20	\$2,408,448.48	\$359,150.00	\$2,767,598.48
Barrick	BofA 6672	Mar-20	\$2,374,911.22	\$1,541,500.00	\$3,916,411.22
Barrick	BofA 6672	Apr-20	\$956,064.39	\$737,200.00	\$1,693,264.39
Barrick	Wells Fargo 9973	Mar-20	\$0.00	\$0.00	\$0.00
Barrick	Wells Fargo 9973	Apr-20	\$741,285.98	\$480,000.00	\$1,221,285.98
Barrick	Wells Fargo 9973	May-20	\$869,524.52	\$172,980.00	\$1,042,504.52
Barrick	Wells Fargo 9973	Jun-20	\$1,826,543.90	\$906,167.87	\$2,732,711.77
			\$10,603,006.02	\$4,694,341.91	<b>\$15,297,347.93</b>

# **ATTACHMENT II**

**Barrick Investor C.S.**



DocuSign Envelope ID: BC6F97F1-85BA-4044-A170-1A2379ECBA44

# Barrick Capital

DATE: April 15, 2020

INVOICE NO: [REDACTED]

## C [REDACTED] S [REDACTED] Purchase Invoice

DELIVERY ADDRESS:

ACCT NO: [REDACTED]

EMAIL: ira@barrickcapital.com

ADDRESS: Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, Delaware 19802

ITEM	QTY	PRICE	TOTAL
1/10 oz Silver - Spade Guinea Coin	20,711	\$6.75	\$139,799.25
1/10 oz Gold - Canadian Wildlife Series Coin	148	\$403.35	\$59,695.80

Subtotal: \$199,495.05

**GRAND TOTAL**

**\$199,495.05**



Questions?

Email us at ira@barrickcapital.com .  
or call us at 1 - 888 - 605 - 5047

Barrick Capital

23638 Lyons Ave # 223 New Hall , CA 91321

888 - 605 - 5047

# **ATTACHMENT JJ**

**Barrick Investor D.P.**

# Barrick Capital

DATE: 1/14/2020

INVOICE NO: [REDACTED]

## D [REDACTED] P [REDACTED] Purchase Invoice

DELIVERY ADDRESS

ACCT NO: [REDACTED]

EMAIL: ira@barrickcapital.com

ADDRESS: Delaware Depository  
3601 N. Market St.  
Wilmington, DE 19802

ITEM	QTY	PRICE	TOTAL
Silver America The Beautiful – 5 oz. coin	100	\$172.50	\$17,250
Silver Spade Guinea- 1/10 <sup>th</sup> oz. coin	9,646	\$6.58	\$63,470.68
Gold Canadian Wildlife Series 1/10 <sup>th</sup> oz. coin	350	\$360.80	\$126,280

Sign [REDACTED]

Date: 1-15-2020

Subtotal

**GRAND TOTAL**

**\$207,000.68**

Questions?

Email us at ira@barrickcapital.com  
or call us at 1-888-605-5047

Barrick Capital

23638 Lyons Ave #223 New Hall, CA 91321

888-605-5047

# **ATTACHMENT KK**

**Barrick Investor T.C.**

# Barrick Capital

DATE: March 16, 2020

INVOICE NO: [REDACTED]

## T [REDACTED] C [REDACTED] Purchase Invoice

DELIVERY ADDRESS:

ACCT NO: [REDACTED]

EMAIL: ira@barrickcapital.com

ADDRESS: Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, Delaware 19802

ITEM	QTY	PRICE	TOTAL
1/10 oz Silver - Spade Guinea Coin	54,838	\$6.20	\$339,995.60

Subtotal: \$339,995.60

GRAND TOTAL

\$339,995.60

3-17-2020

X

Questions?

Email us at ira@barrickcapital.com .  
or call us at 1 - 888 - 605 - 5047

Barrick Capital

23638 Lyons Ave # 223 New Hall , CA 91321

888 - 605 - 5047

239-2

# **ATTACHMENT LL**

**Barrick Investor S.W.**

DocuSign Envelope ID: 5AC25D9A-A6BD-4026-BD2D-56ECC3D85C20

# Barrick Capital

DATE: March 5, 2020

INVOICE NO: [REDACTED]

## S [REDACTED] W [REDACTED] Purchase Invoice

DELIVERY ADDRESS:

ACCT NO: [REDACTED]

EMAIL: ira@barrickcapital.com

ADDRESS: Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, Delaware 19802

ITEM	QTY	PRICE	TOTAL
1 oz Gold - Royal Canadian Mint Maple Leaf Coin .9999	4	\$1,700.00	\$6,800.00
1/10 oz Gold - Canadian Wildlife Series Coin	253	\$394.00	\$99,682.00
1/10 oz Silver - Britannia Coin	14,521	\$6.95	\$100,920.95

Subtotal: \$207,402.95

**GRAND TOTAL**

**\$207,402.95**

[REDACTED]  
3/5/2020

Questions?

Email us at ira@barrickcapital.com .  
or call us at 1 - 888 - 605 - 5047

Barrick Capital

23638 Lyons Ave # 223 New Hall , CA 91321

888 - 605 - 5047

# **ATTACHMENT MM**

**Barrick Investor M.S.**



# Barrick Capital

DATE: March 3, 2020

INVOICE NO: [REDACTED]

## M [REDACTED] S [REDACTED] Purchase Invoice

DELIVERY ADDRESS:

ACCT NO: [REDACTED]

EMAIL: ira@barrickcapital.com

ADDRESS: Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, Delaware 19802

ITEM	QTY	PRICE	TOTAL
1 g Gold - Bar	15	\$66.00	\$990.00
1/10 oz Silver - Spade Guinea Coin	8,467	\$6.85	\$57,998.95
1/10 oz Gold - Canadian Wildlife Series Coin	229	\$380.00	\$87,020.00

Subtotal: \$146,008.95

GRAND TOTAL

\$146,008.95

Questions?

Email us at ira@barrickcapital.com .  
or call us at 1 - 888 - 605 - 5047

Barrick Capital

23638 Lyons Ave # 223 New Hall , CA 91321

888 - 605 - 5047

239-6

# **ATTACHMENT NN**

**Barrick Investors at Entrust**

# Barrick Capital

DATE: July 27, 2020

INVOICE NO: [REDACTED]

## C H [REDACTED] Purchase Invoice

DELIVERY ADDRESS:

ACCT NO: [REDACTED]

EMAIL:

ira@barrickcapital.com

ADDRESS: Delaware Depository Services Co.  
3601 North Market Street  
Wilmington, Delaware 19802

ITEM	QTY	PRICE	TOTAL
1/10 oz Gold - Canadian Wildlife Series Coin	295	\$406.48	\$119,911.60
1/2 oz Silver - Canadian Arctic Wildlife Series Coin	2,902	\$27.59	\$80,066.18

Subtotal: \$199,977.78

**GRAND TOTAL**

**\$199,977.78**

Questions?

Email us at ira@barrickcapital.com .

or call us at 1 - 888 - 605 - 5047

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239-8